

## Client Bill of Rights

**As a Client who has been diagnosed with diabetes and is purchasing diabetic supplies, you have rights - rights that are specific to you and your present medical situation.**

### General information

We at Neighborhood Diabetes (also referred to here as ND or the Organization) endorse the following rights which are designed to recognize, protect, and promote the right of each client to be treated with dignity and respect. The Client Bill of Rights is designed to inform the Client of their rights as a customer of Neighborhood Diabetes.

The Client can expect to be advised of services/products and equipment available directly or by contract. ND carries a full line of diabetic supplies including, but not limited to, glucometers, test strips, lancets, lancet devices, insulin pumps and pump supplies. Other ancillary products such as diabetic candy, diabetic stockings, literature, and hand/body creams are also available.

The Client is knowledgeable of the right to exercise his/her rights at any time. Each ND client is given a full copy of the Client Bill of Rights upon enrollment; explanations are given where necessary.

The Client can expect to be advised as to any specific charges for services to be paid by the Client and those charges covered by insurance, third-party payment or public benefit programs. Notice of the Client's rights is provided in advance of completing pre-planned care. Prior to their first shipment, clients are given verbal and written notice of their insurance coverage with regard to products purchased through ND.

The Client can expect to be advised of the billing policies, payment procedures and any changes in the information provided on services as they occur within 15 days from the date that the Organization is made aware of the change.

ND has a Client Service Department to receive and process all client calls. The professionals in this center work very closely with the Billing Department to ensure that information communicated to the Client is a match to what they can expect to see on their bill.

The Client is informed both verbally and in writing of billing and reimbursement methodologies prior to start of care and as changes occur, including fees for services/products provided, direct pay responsibilities, and notification of insurance coverage.

The Organization maintains documentation of compliance of the distribution of required information to clients. The signed Authorization of Benefits is kept in the client's file.

The Client can expect to participate in the plan for care and/or any change in the plan before it is made. All plans for care are determined between the patient and their doctor prior to retaining the services of ND.

The Client can expect to know the Organization's policy on client advanced directives including a description of an individual's rights under State law and how such rights are implemented by the Organization. ND provides patients with a copy of the Client Bill of Rights. In addition, ND displays the Client Bill of Rights on the premises in view of employees and clients.

The Client has the right to know the Organization's grievance procedures which include contact names, phone numbers, hours of operation, and how to communicate problems to the Organization. The Client has the ability to file a grievance without fear of discrimination or reprisal for doing so. ND has established a complaint resolution protocol to address complaints.

All grievances are to be directed to a supervisor in Client Services. The telephone number for complaints is 1-800-937-3028. Office hours are Monday through Friday from 8:00 a.m. through 6:00 p.m. All calls outside of that timeframe will be met by voicemail and messages will be returned on the next business day.

The Client has the right to receive service without regard to race, creed, gender, age, handicap, sexual orientation, veteran status or lifestyle.

The Client has the right to make informed decisions about care and treatment plans and to receive information in a way that is understandable to the client. The Client/Clients' designated representative is authorized to exercise their rights. Neighborhood Diabetes maintains strong relationships with physicians, nurses and other diabetes specialists to ensure comprehensive and up to date understanding of client needs and issues.

The Client has the right to be advised of the availability, purpose and appropriate use of State, Federal, and Community Health Accreditation Program (CHAP) hotline numbers. Clients may call Neighborhood Diabetes at 1-800-937-3028 for any of this contact information.

The Client has the right to notify CHAP if a violation of the client's rights has occurred. All reporting should be submitted to:

Community Health Accreditation Program  
1275 K Street NW, Suite 800, Washington, DC 20005  
Phone: 1-800-656-9656

The Client has the right of confidentiality of his/her clinical records and the Organization's policy for accessing and disclosure of clinical records. Neighborhood Diabetes has a form available for clients to request copies of their records. To order a copy, contact the office at 1-866-784-5647 and request the appropriate form. All records are maintained under strict confidentiality and will not be released without the proper authorizing signature.

The Client has the right to request restrictions on the use and disclosure of their protected health information. All restrictions are to be requested in writing to the attention of Kathleen Belmonte, Chief Operating Officer. The correspondence must include client name and address, effective date of restriction, the details of the restriction and the client's signature.

The Client has the right to receive confidential communications concerning their medical condition and treatment. Neighborhood Diabetes will exercise responsible stewardship regarding all communications with clients regarding their medical condition and treatment.

## Notice of information practices

NEIGHBORHOOD DIABETES NOTICE OF PRIVACY PRACTICES As Required by the Privacy Regulations Promulgated Pursuant to the Health Insurance Portability and Accountability Act of 1996. 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.

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

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

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

## Uses and Disclosures

**Treatment.** Your health information may be used by staff members or disclosed to other health care professionals for the purpose of evaluating your health and providing treatment.

**Payment.** Your health information may be used to seek payment from your health plan or from credit card companies that you may use to pay for services. For example, your health plan may request and receive information on dates of service, the services provided, and the medical condition being treated.

**Health Care Operations.** Your health information may be used as necessary to support the day-to-day activities and management of Neighborhood Diabetes. For example, information on the services you received may be used to support budgeting and financial reporting, and activities to evaluate and promote quality.

**Law Enforcement.** Your health information may be disclosed to law enforcement agencies, without your permission, to support government audits and inspections, to facilitate law-enforcement investigations, and to comply with government mandated reporting.

**Public Health Reporting.** Your health information may be disclosed to public health agencies as required by law. For example, we are required to report certain communicable diseases to the state's public health department.

**Serious Threats to Health or Safety.** Our organization may use and disclose your identifiable health information when necessary to reduce or prevent a serious threat to your health and safety or the health and safety of another individual or the public. Under these circumstances, we will only make disclosures to a person or organization able to help prevent the threat.

**Military.** Our organization may disclose your identifiable health information if you are a member of U.S. or foreign military forces (including veterans) and if required by the appropriate military command authorities.

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

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

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

## Additional uses of information

**Appointment Reminders.** Your health information will be used by our staff to send you appointment reminders.

**Information About Treatments.** Your health information may be used to send you information on the treatment and management of your medical condition that you may find to be of interest. We may also send you information describing other health-related goods and services that we believe may interest you.

## Right to revise privacy practices

As permitted by law, we reserve the right to amend or modify our privacy policies and practices. These changes in our policies and practices may be required by changes in federal and state laws and regulations. Whatever the reason for these revisions, we will provide you with a revised notice in your next shipment. The revised policies and practices will be applied to all protected health information that we maintain.

## Your rights regarding your identifiable health information

**Confidential Communications.** You have the right to request that our organization communicate with you about your health and related issues in a particular manner or at a certain location. For instance, you may ask that we contact you at home, rather than at work. In order to request a type of confidential communication, you must make a written request to the Chief Operating Officer, Neighborhood Diabetes, 11 Oak Park Drive, Bedford, MA 01730 specifying the requested method of contact, or the location where you wish to be contacted. Our organization will accommodate reasonable requests. You do not need to give a reason for your request.

**Requesting Restrictions.** You have the right to request a restriction in our use or disclosure of your identifiable health information for treatment, payment or health care operations. Additionally, you have the right to request that we limit our disclosure of your identifiable health information to individuals involved in your care or the payment for your care, such as family members and friends. We are not required to agree to your request; however, if we do agree, we are bound by our agreement except when otherwise required by law, in emergencies, or when the information is necessary to treat you. In order to request a restriction in our use or disclosure of your identifiable health information, you must make your request in writing to the Chief Operating Officer, Neighborhood Diabetes, 11 Oak Park Drive, Bedford, MA 01730. Your request must describe in a clear and concise fashion:

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

**Requests to Inspect Protected Health Information.** As permitted by federal regulation, we require that requests to inspect or copy protected health information be submitted in writing. You may obtain a form to request access to your records by contacting the Chief Operating Officer, Neighborhood Diabetes, 11 Oak Park Drive, Bedford, MA 01730.

**Amendment.** You may ask us to amend your health information if you believe it is incorrect or incomplete, and you may request an amendment for as long as the information is kept by or for our organization. To request an amendment, your request must be made in writing and submitted to the Chief Operating Officer, Neighborhood Diabetes, 11 Oak Park Drive, Bedford, MA 01730. You must provide us with a reason that supports your request in writing. Also, we may deny your request if you ask us to amend information that is: (a) accurate and complete; (b) not part of the identifiable health information kept by or for the Organization; (c) not part of the identifiable health information which you would be permitted to inspect or copy; or (d) not created by our organization, unless the individual or entity that created the information is not available to amend the information.

**Accounting of Disclosures.** All of our patients have the right to request an "accounting of disclosures". An "accounting of disclosures" is a list of certain disclosures our organization has made of your identifiable health information. In order to obtain an accounting of disclosures, you must submit a request in writing to the Chief Operating Officer, Neighborhood Diabetes, 11 Oak Park Drive, Bedford, MA 01730. All requests for an "accounting of disclosures" must state a time period which may not be longer than six years and may not include dates before April 14, 2003. The first list you request within a 12

month period is free of charge, but our practice may charge you for additional lists within the same 12 month period. Our organization will notify you of the costs involved with additional requests, and you may withdraw your request before you incur any costs.

**Right to a Paper Copy of This Notice.** You are entitled to receive a paper copy of our notice of privacy practices and Client Bill of Rights at any time. To obtain a paper copy of this notice, contact Neighborhood Diabetes at 1-800-937-3028 and request a copy of the Client Bill of Rights.

**Complaints.** If you believe your privacy rights have been violated, you may file a complaint with our organization or with the Secretary of the Department of Health and Human Services. To file a complaint with our organization, contact the Chief Operating Officer, Neighborhood Diabetes, 11 Oak Park Drive, Bedford, MA 01730. All complaints must be submitted in writing and you will be addressed within timeframes mandated by Medicare. You will not be penalized for filing a complaint.

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

## Continuity/Disruption of Service

In the case of natural disaster or other emergent event, Neighborhood Diabetes will take all possible steps to ensure uninterrupted service to its clients, including (but not limited to):

- shipping product via alternate carriers
- delivering product using ND personnel/vehicles
- shipping product from alternative distribution centers
- drop-shipping product from manufacturers

If the client becomes aware of any situation or event that may impact the ability of ND to deliver its products and services to the client in timely fashion, it is the client's responsibility to notify ND about the situation or event as quickly as possible to minimize the risk of service disruption.

## Medicare DMEPOS Supplier Standards

**All Medicare DMEPOS suppliers must be in compliance with these Supplier Standards in order to obtain and retain their billing privileges. These standards, in their entirety, are listed in 42 C.F.R. pt. 424, sec 424.57(c) and went into effect October 1, 2009. A supplier must disclose these standards to all customers/patients who are Medicare beneficiaries (standard 16). A shortened version has been created to help suppliers comply with this requirement.**

- (1) A Supplier must operate its business and furnish Medicare-covered items in compliance with all applicable Federal and State licensure and regulatory requirements;
- (2) The Supplier has not made, or caused to be made, any false statement or misrepresentation of a material fact on its application for billing privileges. (The supplier must provide complete and accurate information in response to questions on its application for billing privileges. The supplier must report to CMS any changes in information supplied on the application within 30 days of the change.);
- (3) The Supplier must have the application for billing privileges signed by an individual whose signature binds a supplier;
- (4) The Supplier must fill orders, fabricate, or fit items from its own inventory or by contracting with other companies for the purchase of items necessary to fill the order. If it does, it must provide, upon request, copies of contracts or other documentation showing compliance with this standard. 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 Government Executive Branch procurement or nonprocurement program or activity;
- (5) The Supplier must advise beneficiaries that they may either rent or purchase inexpensive or routinely purchased durable medical equipment, and of the purchase option for capped rental durable medical equipment, as defined in §414.220(a) of this subchapter. (The supplier must provide, upon request, documentation that it has provided beneficiaries with this information, in the form of copies of letters, logs, or signed notices.);
- (6) The Supplier must honor all warranties expressed and implied under applicable State law. A supplier must not charge the beneficiary or the Medicare program for the repair or replacement of Medicare covered items that are under warranty. The supplier must provide, upon request, documentation that it has provided beneficiaries with information about Medicare covered items covered under warranty, in the form of copies of letters, logs, or signed notices;
- (7) The Supplier must maintain a physical facility on an appropriate site. The physical facility must contain space for storing business records including the supplier's delivery, maintenance, and beneficiary communication records. In the case of a multi-site supplier, records may be maintained at a centralized location;
- (8) The Supplier must permit CMS or its agents to conduct on-site inspections to ascertain supplier compliance with the requirements of this section. The supplier location must be accessible during reasonable business hours to beneficiaries and to CMS, and must maintain a visible sign and posted hours of operation;
- (9) The Supplier must maintain a primary business telephone listed under the name of the business locally or toll-free for beneficiaries. The supplier must furnish information to beneficiaries at the time of delivery of items on how the beneficiary can contact the supplier by telephone. The exclusive use of a beeper number, answering service, or cell phone is not permitted;

(10) The Supplier must have a comprehensive liability insurance policy 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. In the case of a supplier that manufactures its own items, this insurance must also cover product liability and completed operations;

(11) The Supplier must agree not to contact a beneficiary by telephone when supplying a Medicare-covered item unless one of the following applies:

The individual has given written permission to the supplier to contact them by telephone concerning the furnishing of a Medicare covered item that is to be rented or purchased.

The supplier has furnished a Medicare-covered item to the individual and the supplier is contacting the individual to coordinate the delivery of the item.

If the contact concerns the furnishing of a Medicare-covered item other than a covered item already furnished to the individual, the supplier has furnished at least one covered item to the individual during the 15-month period preceding the date on which the supplier makes such contact.

(12) The Supplier is responsible for the delivery of Medicare covered items to beneficiaries and maintaining proof of delivery. (The supplier must document that it or another qualified party has, at an appropriate time, provided beneficiaries with necessary information and instructions on how to use Medicare-covered items safely and effectively);

(13) The Supplier must answer questions and respond to complaints a beneficiary has about the Medicare-covered item that was sold or rented. A supplier must refer beneficiaries with Medicare questions to the appropriate carrier. A supplier must maintain documentation of contacts with beneficiaries regarding complaints or questions;

(14) The 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. The item must function as required and intended after being repaired or replaced;

(15) The Supplier must accept returns from beneficiaries of substandard products (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);

(16) The Supplier must disclose these supplier standards to each beneficiary to whom it supplies a Medicare-covered item;

(17) The Supplier must comply with the disclosure provisions in §420.206 of this subchapter;

(18) The Supplier must not convey or reassign a supplier number;

(19) The 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) The Supplier must maintain the following information on all written and oral beneficiary complaints, including telephone complaints, it receives: name, address, telephone number, and health insurance claim number of the beneficiary; a summary of the complaint; the date it was received; the name of the person receiving the complaint, and a summary of actions taken to resolve the complaint.
- (21) The Supplier must provide to CMS, upon request, any information required by the Medicare statute and implementing regulations.
- (22) The Supplier 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.
- (23) The Supplier must notify their accreditation organization when a new DMEPOS location is opened. The accreditation organization may accredit the new supplier location for three months after it is operational without requiring a new site visit.
- (24) All DMEPOS supplier locations, whether owned or subcontracted, must meet the DMEPOS quality standards and be separately accredited in order to bill Medicare.
- (25) The Supplier must disclose upon enrollment all products and services, including the addition of new product lines for which they are seeking accreditation. If a new product line is added after enrollment, the DMEPOS supplier will be responsible for notifying the accrediting body of the new product so that the DMEPOS supplier can be re-surveyed and accredited for these new products.
- (26) The Supplier 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.