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# THE THERAPEUTIC SPECIALTIES<sup>®</sup> C

## *Patient Delivery Packet*

### Contents

- Patient Rights and Responsibilities
- Diabetic Shoe Break In Period
- Functional Orthotic Break In Period
- Community Resources
- Warranty Information
- Disaster Preparedness
- HIPPA Privacy Notice
- Permitted Uses and Disclosures
- Complaint Resolution Protocol
- Medicare Supplier Standards
- Financial Responsibility
- Wheelchair Service Policy

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5240 Oakland Ave., Suite A  
St. Louis, MO 63110

800-893-8085 Toll Free  
314-291-9900 Office  
314-579-0302 Fax

### Hours of Operation

Monday thru Thursday— 8am to Noon and 1pm to 4:30pm  
Closed Fridays, Saturdays, Sundays and Holidays

## **PATIENT RIGHTS AND RESPONSIBILITIES**

### **Your Patient Rights and Responsibilities...**

Patients who receive home medical equipment services from our company are entitled to be notified in writing of their rights and obligations before services begin and to exercise those rights. Patients of THERAPEUTIC SPECIALTIES, INC. have the right to:

- Receive a timely response from our company to your request for equipment and service
- Be informed of our policies, procedures
- Be informed of any charges for services, including eligibility for third party reimbursement voice a grievance/complaints with our company regarding treatment or care, lack of respect of property or recommend changes in policy, personnel or care/service without restraint, interference, coercion, discrimination, or reprisal by calling 314-291-9900, or you may call the OIG hotline without fear of restraint or reprisal in the services you are receiving, 800-377-4950. TO REPORT ABUSE, NEGLECT, OR EXPLOITATION, PLEASE CALL 800-392-0210
- Have grievances/complaints regarding treatment or care that is (or fails to be) furnished, or lack of respect of property investigated
- Have one's property and person treated with respect, consideration, and recognition of client/patient dignity and individuality
- Receive appropriate care without discrimination in accordance with physician orders
- Be informed of any financial benefits when referred to an organization
- Be able to identify visiting personnel members through proper identification
- The appropriate quality of home medical equipment and services without regard for race, creed, sex, national origin, sexual preference, handicap or age
- Be free from mistreatment, neglect, or verbal, mental, sexual, and physical abuse, including injuries of unknown source, and misappropriation of client/patient property
- Choose a health care provider, including choosing an attending physician
- Respectful and courteous treatment by all members of our company
- Know the names and the preparation of those who provide service to you on our behalf

- Complete accurate information concerning the equipment, services, and supplies provided and any potential risks, in a language you can reasonably be expected to understand
- Receive the necessary information so that you may make an informed consent about the scope of services that the organization will provide and specific limitations on those services
- Participation in the development of a plan of care in advance to meet your health care needs with periodic updates and revisions as appropriate, in advance specific to the care/service to be provided, including the disciplines that furnish care and the frequency of visits, as well as any modifications to the plan of care
- Have all the information regarding your equipment and services treated confidentially and provided a copy of our HIPPA privacy notice
- Receive information about anticipated transfer or discharge from our services; refuse care or treatment after the consequences of refusing care or treatment are presented
- Review your clinical record upon your written request.

**Patients of THERAPEUTIC SPECIALTIES, INC. have the responsibility to:**

- Give accurate and complete information pertinent to your equipment and supply needs
- Assist in providing and maintaining a safe environment
- Notify our office if the scheduled visit needs to be changes
- Notify our office if the equipment or supplies you receive malfunction or become unusable
- Adhere to the manufacturer's guidelines for the recommended use of the medical equipment provided to you
- Notify our company of any changes in your physician or other provider that will affect the service you receive from our company
- Request information concerning anything pertaining to your medical equipment / supplies that you don't understand
- Notify us of any concerns, problems or dissatisfaction with the services we provide to you
- Notify us of any change in your insurance plan or payor source.

## DIABETIC SHOE PATIENTS

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### ***Break-In Period for Shoes with Heat Molded or Custom Inserts***

The shoes that were dispensed were specifically selected and dispensed with a level of medical knowledge as required by Medicare guidelines. Thus, these shoes are measured to fit your feet. You may, however, experience some issues when walking due to your specific gait and the mechanics of your feet. In order to ensure that your shoes become an extension of your pedorthic medical care, please follow these instructions.

1. When you arrive home, place your new shoes (with the inserts in them) on your feet (with socks) and wear them for 30 to 60 minutes – only on carpeting at first
2. Remove your shoes and look for any areas of redness (ask a family member for assistance, if necessary)
3. Once you have verified that the shoes do not rub your skin (absence of redness), wear your shoes around your home for a day or two; check again for areas of redness
4. After you have verified that you can wear your shoes for comfortably, you need to wear your shoes at different times of the day. As you know, feet can swell
5. Once you (or your family member) have verified that you are not having problems with these new shoes, you are ready to wear them outside the home
6. Remember, even after this break-in period, you should always check your shoes and feet each day - looking for anything out of the ordinary

## FUNCTIONAL ORTHOTICS PATIENTS

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Your orthotics were made to conform to the shape and contours of your feet. They were designed to improve the alignment of the feet and legs, relieving any symptoms of abnormal foot function. It will take 2-6 weeks for your body to become accustomed to the new proper alignment. You may experience mild discomfort in other parts of the body, such as knees, hips, or back. This discomfort is temporary, and should disappear as the orthotics help the foot to realign and function more efficiently. Please follow these instructions for your new orthotics:

1. Wear your orthotics for up to one hour the first day, two hours the second day, three hours the third day, etc. You may wear them more if comfortable, or less if necessary.
2. If your orthotics cause discomfort before you have worn them for the scheduled period, remove them. On the next day, do not increase the wearing time. Then resume your schedule the following day, increasing the wearing period one hour per day.
3. Wear stockings or socks to minimize the possibility of skin irritation.
4. Orthotics function most effectively in closed shoes.
5. Occasionally the orthotics may squeak in your shoes. Baby powder lightly dusted in the shoe will help with this.
6. Care and Cleaning: Wash in soap and luke warm water (never hot). Avoid repeated soaking. Allow to dry before re-using.

## Community Resources

St. Louis City/County:

Paraquad, Inc.

314-289-4200

Paraquad, Inc. is a private, not-for-profit community-based Center for Independent Living. Paraquad was founded in 1970 and is a St. Louis organization where professional independent living services are provided by staff members with disabilities. The fact that directors as well as staff members have disabilities enables us to establish keen insight into the ever-changing needs of individuals with all types of disabilities and to develop programs that respond to those needs.

St. Charles, Lincoln, and parts of Jefferson County:

Delta Center for Independent Living

636-926-8761

Most people will encounter some form of ongoing physical or mental challenge at some point in their lives. Whether it's being born with a life-long physical or mental impairment, encountering a life-changing traumatic event or illness, or experiencing the effects of aging, such as hearing or vision loss, Delta Center can assist you or your loved one in maintaining and often improving the ability to live independently.

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### EQUIPMENT WARRANTY INFORMATION

Therapeutic Specialties, Inc. will notify all Medicare beneficiaries of the warranty coverage, and we will honor all warranties under applicable law. Therapeutic Specialties, Inc. will repair or replace, free of charge, Medicare-covered equipment that is under warranty. In addition, an owner's manual with warranty information will be provided to beneficiaries for all durable medical equipment where this manual is available.

### RETURN POLICY

Therapeutic Specialties, Inc. will accept returns of substandard or unsuitable items at no charge subject to verification of defect from Therapeutic Specialties, Inc. or our supplying vendor. Custom products are non-returnable. Diabetic shoes may only be exchanged if unused, in new condition, with all original packaging within 30 days of delivery. **Custom items and hygiene related items are non-returnable.**

# **DISASTER READINESS**

## **Fire Prevention and Protection**

Nothing is more devastating or deadly than a home fire. Too frequently fires occur at night when a prompt escape is delayed due to sleep. Obviously, the best way to protect you and your family from a fire is to prevent a fire. Here is a good fire prevention checklist to use in your home:

- No smoking in bed
  - Fire extinguisher in kitchen and workshop
  - Electrical system safe and not overloaded
  - Stove area kept free of grease or other flammable materials
  - Rubbish and flammable materials kept in covered metal cans until disposal
  - Candles used for atmosphere or other purposes, carefully extinguished
  - Gas or electric room heaters turned off before retiring
  - Strike anywhere (kitchen) matches kept in a box or other container
  - Woodwork, within 18 inches of a furnace, stove, or heater, protected by an insulating shield
- Stoves or heaters a safe distance from curtains or drapes

## **Smoke Detectors**

### **Installation**

The advent of the smoke detector ushered in a new level of fire protection for the home. Smoke detectors are simple devices that are easy to install, check and maintain. Install smoke detectors on ceilings or high on walls in two main areas; in any room, such as the kitchen, where a fire may originate, and secondly, in a hallway preferably at the head of a stairway near enough to bedrooms to be heard.

## **Battery Checks**

Check each smoke detector (usually by pressing a button) every six months to insure it is operational. If weakened or disabled, have a friend or relative perform this check for you. Should the detector commence intermittent beeps or provide other indications of a weak battery, replace the battery immediately.

## **Escaping a Fire**

### **Guidelines**

Escaping a home fire is not always easy, even for family members who are not weak or incapacitated. Many victims are untouched by flames, but are choked by smoke or gases. The only way to be reasonably sure of escaping a fire is to have a plan of escape.

The National Safety Council has established these guidelines, but naturally you must develop your own escape plan because every home situation is somewhat different.

Draw a floor plan of your home. On the plan, lay out an escape route for each room on the floor. Have alternate routes where possible, especially for bedrooms, should the planned escape route be blocked by smoke or fire.

Bedrooms of semi-or totally incapacitated individuals should have access to more than one exit route...a ground level window or easy access to that room from a roof.

Medicine, Food, Water: An adequate supply of food, water and medicine should be kept in a safe place in the event of a disaster.

## NOTICE OF THERAPEUTIC SPECIALTIES, INC. PRIVACY 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.<sup>1</sup>**

Therapeutic Specialties, Inc. is required by law to maintain the privacy of your health information. Therapeutic Specialties, Inc. is also required to provide you with a notice that describes Therapeutic Specialties, Inc. legal duties and privacy practices and your privacy rights with respect to your health information.<sup>2</sup> We will follow the privacy practices described in this notice.<sup>3</sup> If you have any questions about any part of this Notice or if you want more information about the privacy practices of Therapeutic Specialties, Inc. please contact Michael Bender, President of Therapeutic Specialties, Inc. at 314-291-9900.<sup>4</sup>

We reserve the right to change the privacy practices described in this notice in the event that the practices need to be changed to be in compliance with the law. We will make the new notice provisions effective for all the protected health information that we maintain. If we change our privacy practices, we will have them available upon request. It will also be posted at the location of service.<sup>5</sup>

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<sup>1</sup> 45 CFR 164.520(b)(1)(i)

<sup>2</sup> 45 CFR 164.520(b)(1)(v)(A)

<sup>3</sup> 45 CFR 164.526(b)(1)(v)(B)

<sup>4</sup> 45 CFR 164.520(b)(1)(vii)

<sup>5</sup> 45 CFR 164.526(b)(1)(v)(C)

## **How Therapeutic Specialties, Inc. May Use or Disclose Your Health Information for Treatment, Payment of Health Care Operations<sup>6</sup>**

The following categories describe the ways that Therapeutic Specialties, Inc. may use and disclose your health information. For each type of use and disclosure, we will explain what we mean and present some examples.

**Treatment.** We may use or disclose your health care information in the provision, coordination or management of your health care. Our communications to you may be by telephone, cell phone, e-mail, patient portal, or by mail. For example we may use your information to call and remind you of an appointment or to refer your care to another physician. If another provider requests your health information and they are not providing care and treatment to you we will request an authorization from you before providing your information. If you elect to utilize email or other means of electronic communication, you will be provided a consent form for that purpose, specifying the specific use of that method of communication.

**Payment.** We may use or disclose your health care information to obtain payment for your health care services. For example, we may use your information to send a bill for your health care services to your insurer, to obtain funding from your insurer, or to appeal denials from your insurer.

**Health Care Operations.** We may use or disclose your health care information for activities relating to the evaluation of patient care, evaluating the performance of health care Therapeutic Specialties, Inc.'s, business planning and compliance with the law. For example, we may use your information to determine the quality of care you received when you received medical equipment. If the activities require disclosure outside of our health care organization we will request your authorization before disclosing that information.

## **How Therapeutic Specialties, Inc. May Use or Disclose Your Health Information Without Your Written Authorization<sup>7</sup>**

The following categories describe the ways that Therapeutic Specialties, Inc. may use and disclose your health information without your authorization. For each type of use and disclosure, we will explain what we mean and present some examples.

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<sup>6</sup> 45 CFR 164.526(b)(1)(ii)(A-D)

<sup>7</sup> 45 CFR 164.5269b)(1)(ii)(B-D)

1. **Required by Law.** We may use and disclose your health information when that use or disclosure is required by law. For example, we may disclose medical information to report child abuse or to respond to a court order.
2. **Public Health.** We may release your health information to local, state or federal public health agencies subject to the provisions of applicable state and federal law for reporting communicable diseases, aiding in the prevention or control of certain diseases and reporting problems with products or reactions to medications to the Food and Drug Administration.
3. **Victims of Abuse, Neglect or Violence.** We may disclose your information to a government authority authorized by law to receive reports of abuse, neglect or violence relating to children or the elderly.
4. **Health Oversight Activities.** We may disclose your health information to health agencies authorized by law to conduct audits, investigations, inspections, licensure and other proceedings related to oversight of the health care system.
5. **Judicial and Administrative Proceedings.** We may disclose your health information in the course of an administrative or judicial proceeding in response to a court order. Under most circumstances when the request is made through a subpoena, a discovery request or involves another type of administrative order, your authorization will be obtained before disclosure is permitted.
6. **Law Enforcement.** We may disclose your health information to a law enforcement official for purposes such as identifying or locating a suspect, fugitive, or missing person, or complying with a court order or other law enforcement purposes. Under some limited circumstances we will request your authorization prior to permitting disclosure.
7. **Coroners and Medical Examiners.** We may disclose your health information to coroners and medical examiners. For example, this may be necessary to determine the cause of death.
8. **Cadaveric, Organ, Eye or Tissue Donation.** If we are a hospital, we may disclose your health information to organizations involved in procuring organs and tissues for transplantation.
9. **Research.** Under certain circumstances, and only after a special approval process, we may use and disclose your health information to

help conduct medical research which may involve an assessment of how well a medical device is working to improve patient outcomes or whether a certain product is working better than another.

10. **To Avert a Serious Threat to Health or Safety.** We may disclose your health information in a very limited manner to appropriate persons to prevent a serious threat to the health or safety of a particular person or the general public. Disclosure is usually limited to law enforcement personnel who are involved in protecting the public safety.
11. **Specialized Government Functions.** Under certain and very limited circumstances, we may disclose your health care information for military, national security, or law enforcement custodial situations.
12. **Workers' Compensation.** Both state and federal law allow the disclosure of your health care information that is reasonably related to a worker's compensation injury to be disclosed without your authorization. These programs may provide benefits for work-related injuries or illness.
13. **Health Information.** We may use or disclose your health information to provide information to you about treatment alternatives or other health related benefits and services that may be of interest to you.

If you do not object and the situation is not an emergency, and disclosure is not otherwise prohibited by law, we are permitted to release your information under the following circumstances:

- a. To individuals involved in your care—we may release your health information to a family member, other relative, friend or other person whom you have identified to be involved in your health care or the payment of your health care;
- b. To family—we may use your health information to notify a family member, a personal representative or a person responsible for your care, of your location, general condition, or death; and
- c. To disaster relief agencies—we may release your health information to an agency authorized by law to assist in disaster relief activities.

## **When Therapeutic Specialties, Inc. is Required to Obtain an Authorization to Use or Disclose Your Health Information**

Except as described in this Notice of Privacy Practices, we will not use or disclose your health information without written authorization from you. For example, uses and disclosures made for the purpose of psychotherapy, marketing and the sale of protected health information require your authorization. If your Therapeutic Specialties, Inc. intends to engage in fundraising, you have the right to opt out of receiving such communications. If you do authorize us to use or disclose your health information for another purpose, you may revoke your authorization in writing at any time. If you revoke your authorization, we will no longer be able to use or disclose health information about you for the reasons covered by your written authorization, though we will be unable to take back any disclosures we have already made with your permission.

### **Your Health Information Rights**

1. **Inspect And Copy Your Health Information.** You have the right to inspect and obtain a copy of your health care information. You have the right to request that the copy be provided in an electronic form or format (e.g., PDF file). If the form and format are not readily producible, then the organization will work with you to provide it in a reasonable electronic form or format. For example, you may request a copy of your chart record from Therapeutic Specialties, Inc.. This right of access does not apply to psychotherapy notes, which are maintained for the personal use of a mental health professional. Your request for inspection or access must be submitted in writing to Michael Bender, President, Therapeutic Specialties, Inc., 5240 Oakland Ave., Suite A, St. Louis, MO 63110. In addition, we may charge you a reasonable fee to cover our expenses for copying your health information.
2. **Request To Correct Your Health Information.** You have a right to request that Therapeutic Specialties, Inc. amend your health information that you believe is incorrect or incomplete. For example, if you believe the date of your delivery is incorrect; you may request that the information be corrected. We are not required to change your health information and if your request is denied, we will provide you with information about our denial and how you can disagree with the denial. To request an amendment, you must make you request in writing to Michael Bender, President, Therapeutic Specialties, Inc., 5240 Oakland Ave., Suite A, St. Louis, MO 63110. You must also provide a reason for your request.

3. **Request Restrictions on Certain Uses and Disclosures.** You have the right to request restrictions on how your health information is used or to whom your information is disclosed, even if the restriction affects your treatment or our payment or health care operation activities. For example, if you are an employee of Therapeutic Specialties, Inc. and you receive health care services from us, you may request that your medical record not be stored with the other clinic records. However, we are not required to agree in all circumstances to your requested restrictions, except in the case of a disclosure restricted to a health plan if the disclosure is for the purpose of carrying out payment or health care operations and is not otherwise required by law; and the protected health information pertains solely to a health care item or service for which you, or the person other than the health plan on your behalf, has paid the covered entity in full. If you would like to make a request for restrictions, you must submit your request in writing to Michael Bender, President, Therapeutic Specialties, Inc., 5240 Oakland Ave, Suite A, St. Louis, MO 63110.
  
4. **Receive Confidential Communications Of Health Information.** You have the right to request that we communicate your health information to you in different ways or places. For example, you may wish to receive information about your health status in a special, private room or through a written letter sent to a private address. We must accommodate reasonable requests.

To request confidential communications, you must submit your request in writing to Michael Bender, President, Therapeutic Specialties, Inc., 5240 Oakland Ave, Suite A, St. Louis, MO 63110.

5. **Receive A Record Of Disclosures Of Your Health Information.** You have the right to request a list of the disclosures of your health information that we have made in compliance with federal and state law. This list will include the date of each disclosure, who received the disclosed health information, a brief description of the health information disclosed, and why the disclosure was made. For some types of disclosures, the list will also include the date and time the request for disclosure was received and the date and time the disclosure was made.

For example, you may request a list that indicates all the disclosures by Therapeutic Specialties, Inc. has made from your health care record in the past six months. To request this accounting of disclosures, you must submit your request in writing to Michael Bender, President, Therapeutic Specialties, Inc., 5240 Oakland Ave, Suite A, St. Louis, MO 63110. We must comply with your request for a list within 60 days, unless you agree to a 30-day extension, and we may not charge you for the list, unless you request such list more than once per year.

6. **Obtain A Paper Copy Of This Notice.** Upon your request, you may at any time receive a paper copy of this notice, even if you earlier agreed to receive this notice electronically. To obtain a paper copy of this Notice, send your written request to Michael Bender, President, Therapeutic Specialties, Inc., 5240 Oakland Ave., Suite A, St. Louis, MO 63110. Therapeutic Specialties, Inc. maintains a web site that provides information about Therapeutic Specialties, Inc.'s customer services or benefits, Therapeutic Specialties, Inc. posts its notice on the web site and makes notice available electronically through the web site.
7. **Notified of a Breach.** Therapeutic Specialties, Inc. is required by law to maintain the privacy of protected health information and provide you with notice of its legal duties and privacy practices with respect to protected health information and to notify you following a breach of unsecured protected health information.
8. **Complaint.** If you believe your privacy rights have been violated, you may file a complaint with Michael Bender, President, Therapeutic Specialties, Inc., 5240 Oakland Ave., Suite A, St. Louis, MO 63110 who will provide you with any needed assistance. We request that you file your complaint in writing so that we may better assist in the investigation of your complaint. You may also file a complaint with the Secretary of the Department of Health and Human Services. If your complaint relates to your privacy rights while you were receiving treatment for mental illness, alcohol or drug abuse or a developmental disability you may also file a complaint with the staff or administrator of the treatment facility or community mental health program. There will be no retaliation against you in any way for filing a complaint.<sup>8</sup>

If you have any questions or concerns regarding your privacy rights or the information in this notice, please contact Michael Bender, President, Therapeutic Specialties, Inc., 5240 Oakland Ave., Suite A, St. Louis, MO 63110.

**Optional Notice Sections:** In addition to the above requirements, Therapeutic Specialties, Inc. includes the following items in the privacy notice:

- A. Under the FDA regulations regarding medical device tracking requirements, a patient receiving such device has the right to refuse to release, or refuse permission to release, the patient's name, address,

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<sup>8</sup> 45 CFR 164.520(b)(1)(vi); Wis. Stat. 51.61(1)(u)

telephone number, and Social Security Number, or other identifying information for the purpose of tracking.

- B. Therapeutic Specialties, Inc. maintains a website that provides information about Therapeutic Specialties, Inc.'s customer service or benefits. Therapeutic Specialties, Inc. prominently posts its notice on the web site and makes it available electronically through its website.
- C. Therapeutic Specialties, Inc. complies with HIPAA's minimum necessary rule, which states that when Therapeutic Specialties, Inc. uses or discloses health information, Therapeutic Specialties, Inc. makes reasonable efforts to limit the health information to the minimum necessary to accomplish the intended purpose of the use or disclosure. The minimum necessary standard does not apply to disclosures to: (a) Therapeutic Specialties, Inc.s for treatment; (b) disclosures made to the patient; (c) disclosures made pursuant to an authorization; (d) disclosures made to DHHS; (e) disclosures required by law; and (f) disclosures required for compliance with HIPAA.
- D. If a Therapeutic Specialties, Inc. decides to limit uses and disclosure permitted under HIPAA, Therapeutic Specialties, Inc. may describe these more limited uses and disclosures.

**Effective Date of This Notice: September 23, 2013**

## PHI/EPHI .

**Permitted Uses and Disclosures.** A covered entity is permitted, but not required, to use and disclose protected health information, without an individual's authorization, for the following purposes or situations: (1) To the Individual (unless required for access or accounting of disclosures); (2) Treatment, Payment, and Health Care Operations; (3) Opportunity to Agree or Object; (4) Incident to an otherwise permitted use and disclosure; (5) Public Interest and Benefit Activities; and (6) Limited Data Set for the purposes of research, public health or health care operations. Covered entities may rely on professional ethics and best judgments in deciding which of these permissive uses and disclosures to make.

**To the Individual.** A covered entity may disclose protected health information to the individual who is the subject of the information.

**Treatment, Payment, Health Care Operations.** A covered entity may use and disclose protected health information for its own treatment, payment, and health care operations activities. A covered entity also may disclose protected health information for the treatment activities of any health care provider, the payment activities of another covered entity and of any health care provider, or the health care operations of another covered entity involving either quality or competency assurance activities or fraud and abuse detection and compliance activities, if both covered entities have or had a relationship with the individual and the protected health information pertains to the relationship.

**Treatment** is the provision, coordination, or management of health care and related services for an individual by one or more health care providers, including consultation between providers regarding a patient and referral of a patient by one provider to another.

**Payment** encompasses activities of a health plan to obtain premiums, determine or fulfill responsibilities for coverage and provision of benefits, and furnish or obtain reimbursement for health care delivered to an Individual 21 and activities of a health care provider to obtain payment or be reimbursed for the provision of health care to an individual.

**Treatment** is the provision, coordination, or management of health care and related services for an individual by one or more health care providers, including consultation between providers regarding a patient and referral of a patient by one provider to another.

**Payment** encompasses activities of a health plan to obtain premiums, determine or fulfill responsibilities for coverage and provision of benefits, and furnish or obtain reimbursement for health care delivered to an Individual and activities of a health care provider to obtain payment or be reimbursed for the provision of health care to an individual.

**Health care operations** are any of the following activities: (a) quality assessment and improvement activities, including case management and care coordination; (b) competency assurance activities, including provider or health plan performance evaluation, credentialing, and accreditation; (c) conducting or arranging for medical reviews, audits, or legal services, including fraud and abuse detection and compliance programs; (d) specified insurance functions, such as underwriting, risk rating, and reinsuring risk; (e) business planning, development, management, and administration; and (f) business management and general administrative activities of the entity, including but not limited to: de-identifying protected health information, creating a limited data set, and certain fundraising for the benefit of the covered entity.

# **PROTOCOL FOR RESOLVING COMPLAINTS/GRIEVANCES FROM MEDICARE BENEFICIARIES**

The patient has the right to freely voice grievances and recommend changes in care or services without fear of reprisal or unreasonable interruption of services. Service, equipment, and billing complaints will be communicated to management and upper management. These complaints will be documented in the *Medicare Beneficiaries Complaint Log*, and completed forms will include the patient's name, address, telephone number, and health insurance claim number, and a summary of actions taken to resolve the complaint.

All complaints will be held in a professional manner. All logged complaints will be investigated within 72 hours, acted upon, and responded to in writing or by telephone by a manager within 14 days after the receipt of the complaint. If there is no satisfactory resolution of the complaint, the next level of management will be notified progressively and up to the president or owner of the company.

All complaints will be investigated within 72 hours of receipt and every reasonable effort will be made to resolve the grievance promptly to the patient/family's satisfaction.

The President will, within 14 days send a letter advising the patient/family of the findings, conclusions, and corrective action, if necessary, in those situations where speedy resolution has not been possible.

In accordance with State law, patients may also call to report abuse, neglect, or exploitation to: Missouri 800-392-0210.

Patients may contact the Accreditation Commission on Healthcare, Inc., the accrediting agency for Therapeutic Specialties, Inc. to voice their complaint/grievance at 919-785-1214.

The patient will be informed of this complaint resolution protocol at the time of set-up of service.

### 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 and cannot contract with an individual or entity to provide licensed services.
2. A supplier must provide complete and accurate information on the DMEPOS supplier application. Any changes to this information must be reported to the National Supplier Clearinghouse within 30 days.
3. An authorized individual (one whose signature is binding) must sign the application for billing privileges.
4. A supplier must fill orders from its own inventory, or must contract with other companies for the purchase of items necessary to fill the order. A supplier may not contract with any entity that is currently excluded from the Medicare program, any State health care programs, or from any other Federal procurement or non-procurement programs.
5. A supplier must advise beneficiaries that they may rent or purchase inexpensive or routinely purchased durable medical equipment, and of the purchase option for capped rental equipment.
6. A supplier must notify beneficiaries of warranty coverage and honor all warranties under applicable State law, and repair or replace free of charge Medicare covered items that are under warranty.
7. A supplier must maintain a physical facility on an appropriate site. This standard requires that the location is accessible to the public and staffed during posted hours of business. The location must be at least 200 square feet and contain space for storing records.
8. A supplier must permit CMS, or its agents to conduct on-site inspections to ascertain the supplier's compliance with these standards. The supplier location must be accessible to beneficiaries during reasonable business hours, and must maintain a visible sign and posted hours of operation.
9. A supplier must maintain a primary business telephone listed under the name of the business in a local directory or a toll free number available through directory assistance. The exclusive use of a beeper, answering machine, answering service or cell phone during posted business hours is prohibited.
10. A supplier must have comprehensive liability insurance in the amount of at least \$300,000 that covers both the supplier's place of business and all customers and employees of the supplier. If the supplier manufactures its own items, this insurance must also cover product liability and completed operations.
11. A supplier must agree not to initiate telephone contact with beneficiaries, with a few exceptions allowed. This standard prohibits suppliers from contacting a Medicare beneficiary based on a physician's oral order unless an exception applies.
12. A supplier is responsible for delivery and must instruct beneficiaries on use of Medicare covered items, and maintain proof of delivery.
13. A supplier must answer questions and respond to complaints of beneficiaries, and maintain documentation of such contacts.
14. A supplier must maintain and replace at no charge or repair directly, or through a service contract with another company, Medicare-covered items it has rented to beneficiaries.
15. A supplier must accept returns of substandard (less than full quality for the particular item) or unsuitable items (inappropriate for the beneficiary at the time it was fitted and rented or sold) from beneficiaries.
16. A supplier must disclose these supplier standards to each beneficiary to whom it supplies a Medicare-covered item.
17. A supplier must disclose to the government any person having ownership, financial, or control interest in the supplier.
18. A supplier must not convey or reassign a supplier number; i.e., the supplier may not sell or allow another entity to use its Medicare billing number.
19. A supplier must have a complaint resolution protocol established to address beneficiary complaints that relate to these standards. A record of these complaints must be maintained at the physical facility.
20. Complaint records must include: the name, address, telephone number and health insurance claim number of the beneficiary, a summary of the complaint, and any actions taken to resolve it.
21. A supplier must agree to furnish CMS any information required by the Medicare statute and implementing regulations.
22. All suppliers must be accredited by a CMS-approved accreditation organization in order to receive and retain a supplier billing number. The accreditation must indicate the specific products and services, for which the supplier is accredited in order for the supplier to receive payment of those specific products and services (except for certain exempt pharmaceuticals). *Implementation Date - October 1, 2009*
23. All suppliers must notify their accreditation organization when a new DMEPOS location is opened.
24. All supplier locations, whether owned or subcontracted, must meet the DMEPOS quality standards and be separately accredited in order to bill Medicare.
25. All suppliers must disclose upon enrollment all products and services, including the addition of new product lines for which they are seeking accreditation.
26. Must meet the surety bond requirements specified in 42 C.F.R. 424.57(c). *Implementation date- May 4, 2009*
27. A supplier must obtain oxygen from a state- licensed oxygen supplier.
28. A supplier must maintain ordering and referring documentation consistent with provisions found in 42 C.F.R. 424.516 (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.

## Financial Responsibility

I (We) assume personal responsibility for and guarantee payment of all sums due and payable to Therapeutic Specialties, Inc.

I (We) also assume personal responsibility for and guarantee payment for any minor child regardless of any agreement I (We) may have with any other parent or guardian of the minor child.

I (We) authorize Therapeutic Specialties, Inc. and any collection agency and/or attorney which Therapeutic Specialties, Inc. may forward my (our) account to for collection, to contact me (us) at any telephone number that I provide or obtained through any source using any dialing technology, even if I am charged for the call. I agree such contact will not be “unsolicited” for purposes of local, state or federal law.

I (We) understand that any medical or any other records regarding my account with Therapeutic Specialties, Inc. are the property of Therapeutic Specialties, Inc. and may not be released to me (us) or any entity if there is an outstanding balance on the account.

I (We) understand that interest is charged on overdue accounts at the annual rate of 18% (1.5% per month) and I (We) will be responsible for all costs of collection including collection and/or attorney’s fees.

WHEELCHAIR SERVICE POLICY, PROCEDURE AND PRICING  
EFFECTIVE SEPTEMBER 17, 2017

Therapeutic Specialties, Inc. in its effort to provide quality customer service to its wheelchair clients has adopted the following policy for service of wheelchairs:

- I. Therapeutic Specialties, Inc. will only service wheelchairs sold to the original user by Therapeutic Specialties, Inc.
- II. Therapeutic Specialties, Inc. will meet all regulatory requirements for meeting its obligation to Medicare or third party payer clients who were provided wheelchairs by Therapeutic Specialties, Inc.
- III. Therapeutic Specialties, Inc. will honor all warranty service items needing replacement/repair under factory warranty.

# **THERAPEUTIC SPECIALTIES<sup>CO</sup>**

*“Your Movement and Mobility Is Our Passion!”*

5240 Oakland Ave., Suite A  
St. Louis, MO 63110

CALL US TODAY AT: 314-291-9900

Toll Free: 1-800-893-8085

FAX: 314-579-0302

[stlouiswheelchair.com](http://stlouiswheelchair.com)