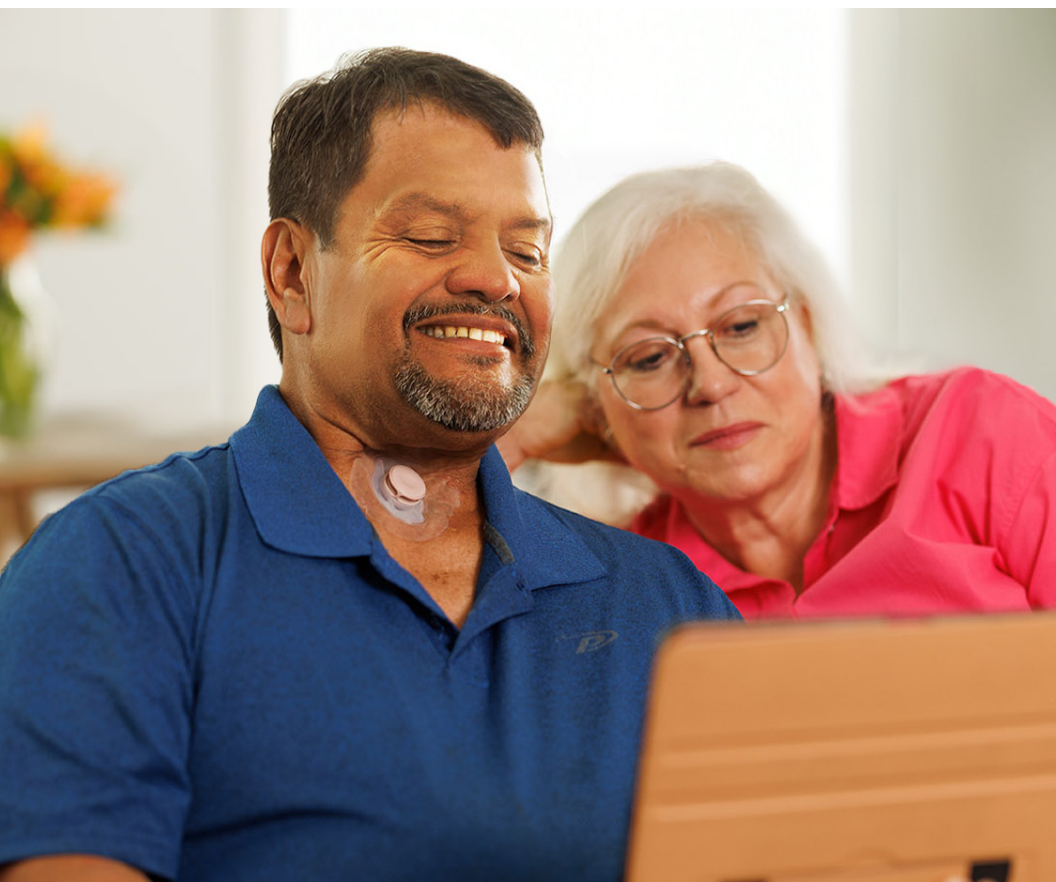


Patient Services Book

Important Information including the Atos
Medical Inc. Patient Services Agreement
and Notice of Privacy Practices





Undergoing a total laryngectomy can be overwhelming and lead to some major changes in the way you live. We have created this book to provide valuable information to help you on your way to living well after laryngectomy.

You will find information to help you order your supplies, get the most from your insurance benefits and understand your rights.

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Insurance and Ordering Information

How can we help you?

We very much appreciate your business. Now that you are an Atos Medical customer, we want to tell you about the complimentary services that are available to you.



Insurance and Billing

Atos Medical makes insurance filing easy by offering insurance claim submission and follow-up. We do not ask for payment at the time of your order (some exclusions apply). Your products will ship while our knowledgeable and experienced reimbursement team works hard to help get your claim approved. You will receive a statement reflecting any balance owed after your insurance has paid their portion. Depending on the insurance plan, we may be able to offer convenient, 90-day ordering.

Clinical and Technical Support

Experienced Atos Medical personnel are available to assist you and your clinician with technical and clinical questions.

Bilingual Support

Si usted es un profesional o paciente que prefiere comunicarse en Español, llame nuestra línea de servicios al cliente al +1.800.217.0025, seleccione la opción en Español. Nuestros intérprete bilingües están disponibles para ayudar a los clientes que hablan Español de 8:00am – 5:00pm de Lunes a Viernes, hora central. Háganos una llamada.

Community

The laryngectomy community is a unique and resilient group of individuals along with their caregivers, families and healthcare providers. Atos Medical is committed to supporting this community and providing ways to connect for educational opportunities, to exchange valuable advice and share experiences.

Atos Medical offers a variety of events designed to provide support, tips/techniques, important resources, product information and an opportunity to socialize with peers – virtually or in-person. Connecting with others can be a beneficial tool in your continuing recovery and ability to live your life to the fullest.

Visit our website www.atosmedical.us/resources/getting-started

Here you will find resources, like:

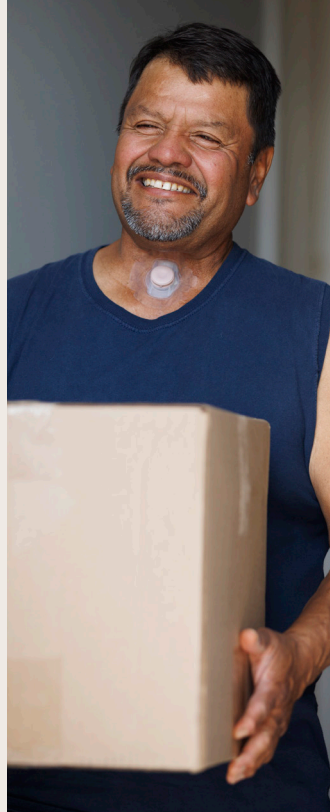
- CareTips
- How-to Videos
- Emergency resources
- Documents and forms
- Insurance listing
- Spanish resources
- MyLife Events

Click on **MyLife events** to learn more about events for every stage of your journey.



Ordering laryngectomy supplies

Undergoing a total laryngectomy can be overwhelming, but you are not alone. More than 100,000 people worldwide have undergone the same operation and have proven a good quality of life can be possible.



Atos Medical has a long-standing tradition of clinical evidence showing that our products perform well and are safe to use. We continually initiate or participate in clinical studies all over the world, which is made possible through our close cooperation with ENT specialists and patients. The benefits patients experience by using our laryngectomy products are supported by a long list of peer-reviewed clinical documentation.

At www.atosmedical.us, you can browse products or request resources. We also have friendly and knowledgeable teams waiting to provide personal assistance **Monday-Friday, 8:00am-5:00pm CST at +1.800.217.0025**. Please listen to all the prompts before selecting so we can best serve your needs. You can:

- Speak to an insurance representative.
- Make a payment or inquire about an invoice or account balance.
- Talk to your dedicated customer support representative.
- Place an order, check the order status or speak to Customer Service.
- Inquire about or register for an event in your area.
- Get assistance from a Spanish-speaking representative.

What we need from you and your doctor to complete your order

1 These key materials are needed for us to best serve you and provide the products you need.

- **Patient Services Form (PSF)** This provides important demographic and insurance information. It acknowledges you received and understand the information in this booklet. You can assign an Authorized Representative (your designation of a spouse/family/friend/caregiver) who can place orders, ask questions and otherwise speak to us on your behalf. You can also provide consent which allows us to communicate with you over the phone or via email and facilitates access to new product information, resources we provide or support event information.
- **Prescription Form** completed and signed by your physician/prescriber. If you have insurance, it allows us to seek reimbursement coverage through your plan. Prescriptions are valid for up to one year and need to be renewed annually.
- **Medical Records** are also to be completed and submitted by your physician/prescriber with each new prescription. Please request that your doctor send copies of **Medical Records**, including surgical and continuing office visit notes, related to laryngectomy supply needs.
- **Insurance Card Copies** To check your benefits, file claims or negotiate for coverage with your insurance company, we need copies of the FRONT and BACK of each insurance card from all your insurance plans. Remember to send new copies annually or if your insurance changes.

2 Read, complete, and sign the PSF and return it with copies of your insurance cards to Atos Medical.

Please have your physician/ prescriber send the Prescription Form and Medical Records.

3 There are several ways to submit your documents:

- **Via Email**
Send to documents.us@atosmedical.com which is encrypted for your security.
- **Electronically**
You may request any of the above documents be sent to your email address to be completed via a secure e-signature system.
- **By Mail**
Atos Medical Inc., Attn: Patient Services
5000 South Towne Drive, Suite 200
New Berlin, WI 53151-7956

**Please contact our
Customer Service team
immediately if there are
any changes to your
insurance coverage.**

By signing the Patient Services Form,
you are authorizing us to contact your
insurance company.



While Atos Medical is NOT your insurance company, we CAN help navigate the process with you. We offer complimentary services to check your benefits coverage, submit claims and discuss the importance of your laryngectomy supplies with your insurance company on your behalf. Our insurance team will work to maximize your insurance benefits. We know how confusing it can be to understand your health insurance. Please know that you are not alone in feeling this way and that Atos Medical is here to help! If you have questions about insurance, reach out to us **Monday – Friday, 8:00am- 5:00pm CT at +1.800.217.0025**, select the prompt for Insurance Representative.

Understanding your insurance benefits

Medicare

If you have traditional Medicare, Atos Medical will submit your claim to Medicare. Medicare recipients are typically responsible for 20% coinsurance of the Medicare allowed amount after the Medicare Part B deductible has been met. Medicare will pay the remaining 80%. If you have a Medicare supplement policy, your out-of-pocket expense may be reduced dependent on the type of supplemental plan. Please contact your insurance company as it is your responsibility to understand the policy specific benefits for Durable Medical Equipment (DME).

To take advantage of the Medicare rates, Medicare requires that we have a complete written prescription form prior to shipping your order.

Medicaid, Medicare Advantage (Replacement) or Commercial Insurance Coverage

For all other insurance plans, it is strongly recommended that you contact your insurance company prior to ordering. Prior authorization may be required before ordering to determine network status and item coverage, and you may have a separate out of pocket expense for Durable Medical Equipment (DME) that you need to meet. It is your responsibility to understand the policy specific benefits for DME. Please ask your insurance company to **fax** any required authorizations or pre-approvals to Atos Medical **at +1.844.389.4918**.

Frequently Asked Questions

Q1: What are the Medicare Plan benefit options?

- **Part A** (Hospital Insurance)
- **Part B** (Medical Insurance) Part B helps pay for doctors, outpatient hospital care, durable medical equipment (DME), prosthetic supplies, and some other medical services that Medicare Part A does not cover (such as the services of physical/occupational therapists, and some home health services). Most people pay a monthly premium for Part B. Medical Supplies from Atos Medical may be covered under Part B.
- **Part D** (Prescription Drug Coverage)

Q2: How do I know if I have Part B?

Check your red, white and blue Medicare card. If you have Part B, "Medical (Part B)" is printed at the bottom of your card.

Q3: What does "Assignment" mean?

Atos Medical has several products which are considered "Assignment" by Medicare. Each assignment product has a predetermined price, or allowable. Medicare pays 80% of the allowable (less any outstanding deductible), and you, as the patient, are responsible for 20% of the allowable.

Q4: What Part B services and supplies payments are my responsibility?

- The monthly Part B premium.
- Yearly Part B deductible.
- The coinsurance, which is usually 20% of the Medicare allowed amount.
- The cost of services and supplies Medicare does not cover, such as expedited shipping charges.

Q5: What does Atos Medical need to dispense Laryngectomy supplies?

We need the completed Patient Services Form, copies of the front and back of your insurance card(s), and your Prescription Form with Medical Records, including surgical and continuing office visit notes, related to laryngectomy supply needs.

Q6: Where can I obtain these forms?

You can obtain the Patient Services Form by mail or from our website at: www.atosmedical.us/resources/documents-and-forms or you can request to have it sent to your email address to be completed electronically via DocuSign, a secure, eSignature tool.

The Prescription form is to be completed by your provider and is also available on our website.

Q7: Who can sign the Certificate of Medical Necessity?

Only your prescribing physician, a nurse practitioner (NP), physician assistant (PA) and, in most cases, the ear, nose and throat specialist (ENT) can sign this form. Your speech-language pathologist (SLP) cannot sign this form.

Q8: Do I need an authorization or pre-approval from my insurance company?

Authorization requirements will be determined at the time of the benefit check that the Atos Medical insurance team performs once your prescription has been received.

Q9: I am in a skilled nursing facility, hospice, working with a home health agency or currently in a hospital stay. Can I place an order?

Medicare and some insurances will not allow Atos Medical to bill them when you are receiving other Medicare covered services at the same time. Contact your insurance company before you order to find out if this applies to you.

Q10: Can I order multiples of the same or similar products at the same time?

Insurance companies set specific utilization limits on various products. Utilization refers to the frequency or number of items you can purchase within a given time frame. Atos Medical may not be able to sell more than the approved number of items that have the same billing code. You should contact your insurance company to find out what quantity is allowed. If additional supplies are needed, contact us. We may be able to assist you by working with your physician to update your Prescription Form and provide us with clinical documentation (medical notes) to support medical necessity.



Patient and Privacy Information

Patient bill of rights and responsibilities

We believe that all patients receiving supplies from Atos Medical should be informed of their rights.



When the patient is unable to make medical or other decisions, the family should be consulted for direction. Atos Medical staff members are able to review all material within this booklet with the patient and authorized caregiver(s).

Patient Rights

- Receive reasonable coordination and continuity of supplies.
- Receive a timely response from Atos Medical when medical supplies are needed or requested.
- Receive information about the scope of services that the organization will provide and specific limitations on those services through admission packets and/or marketing tools.
- Be informed of customer rights under state law to formulate an advanced directive.
- Be fully informed in advance about supplies to be provided and any modifications to the Plan of Supplies/Care.
- Participate in the development and periodic revision of the Plan of Supplies/Care.
- Informed consent and refusal of supplies after the consequences of refusing supplies are fully presented.
- Be informed in advance of the charges.
- Be treated with respect, consideration and recognition of patient dignity and individuality.
- Be free from mistreatment, neglect, or mental, physical, sexual, and verbal abuse, and misappropriation of customer property.

- Voice grievances or complaints of staff or supplies without restraint, interference, coercion, discrimination or reprisal.
- Have grievances/complaints regarding treatment or care or lack of respect of property investigated.
- Be advised on agency's policies and procedures regarding the disclosure of clinical records.
- Choose a health care provider, including choosing an attending physician, if applicable.
- Confidentiality and privacy of all information contained in the patient record and of Protected Health Information.
- Receive appropriate supplies in accordance with physician order.
- Be informed of any financial benefits when referred to an organization.
- Be fully informed of my responsibilities.
- Be informed of provider supply limitations.
- Be informed of anticipated outcomes of supplies and of any barriers in outcome achievement.

Patient Responsibilities

- Patient agrees to use the equipment for the purposes so indicated and in compliance with the physician's prescription.
- Patient agrees to dial 911 whenever a life-threatening emergency arises.
- Patient agrees to notify Atos Medical of any hospitalization, change in customer insurance, address, telephone number, physician or when the medical need for supplies no longer exists.
- Patient agrees to request payment of authorized Medicare or other private insurance benefits be paid directly to Atos Medical for any services furnished by Atos Medical.
- Patient agrees to accept all financial responsibility for home medical equipment and medical supplies furnished by Atos Medical.
- Patient agrees that Atos Medical shall not be responsible to the patient for any personal injury related to any equipment; including that caused by use or improper functioning of the equipment or by any criminal act or activity, war, riot, insurrection, fire or act of God.
- Patient understands that Atos Medical retains the right to refuse delivery of service to any patient at any time.
- Patient agrees to provide accurate and complete information about matters that may impact products/services provided by Atos Medical.
- Patient agrees to report any unexpected changes in condition that may impact products/services provided by Atos Medical.
- Patient agrees to show consideration and respect for the rights of Atos Medical personnel when communicating with Atos Medical representatives.
- Patient agrees to use and care for products as instructed, and not all use by others.
- Patient agrees that any legal fees resulting from a disagreement between the parties shall be borne by the unsuccessful party in any legal action taken.

CMS 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.

The products and/or services provided to you by Atos Medical Inc. 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 www.ecfr.gov. Upon request we will furnish you a written copy of the standards.

Patient services agreement

This section describes the agreement you are entering with Atos Medical Inc (Atos) to service your account and provide product. Please review it carefully.

Authorization/Consent to Provide Durable Medical Equipment

I understand that by signing the Patient Services Form I agree to this Patient Services Agreement. I have been informed of the durable medical equipment and supplies available to me. I authorize Atos Medical Inc (Atos) under the direction of the prescribing physician, to provide medical supplies as prescribed by the physician.

DMEPOS Supplier Standards

The products and/or services provided to you by Atos 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). Please see page 15 for a list of DMEPOS Supplier Standards. You may also request an additional copy.

Assignment of Benefits/Authorization for Payment/Change of Insurance

I hereby assign all benefits and payments on assigned claims to be made directly to Atos Medical for any medical supplies furnished to me. I authorize Atos Medical to seek such benefits and payments on my behalf. I understand that, as a courtesy, Atos Medical will bill Medicare or other federally funded sources and other payors and insurers providing coverage. I understand that I am responsible for providing all necessary insurance information beforehand. I must

report any changes in policy, plan or insurance company to Atos Medical within 30 days of the change.

I have been informed by Atos Medical of the medical necessity for the services prescribed by the physician. I understand that in the event services are deemed not reasonable and necessary, payment may be denied and that I will be fully responsible for payment. Atos Medical receives payment from Medicare on assigned claims.

Release of Information

I hereby request and authorize Atos Medical, the prescribing physician, hospital and any other holder of information relevant to service, to release information upon request to Atos Medical, any payor source, physician or any other medical personnel or agency involved with my supplies. I also authorize Atos Medical to review medical history and payor information for the purpose of providing my medical supplies. With the submission of my insurance information, I authorize Atos Medical to begin the necessary verification process to confirm my durable medical equipment insurance benefits. I further acknowledge that I may designate an Authorized Representative(s) whom I have chosen to assist with the handling of my account with Atos Medical on my behalf. If so designated, I authorize Atos Medical to exchange my Protected Health Information with that individual(s). If there is a designated Healthcare Power of Attorney (HCPOA) document in place,

and it has been activated (patient deemed incompetent to make medical decisions and a Certificate of Incapacitation (COI) has been completed by two physicians), the HCPOA agent may submit a copy of the POA document and COI to Atos Medical for the patient file, and the agent may work with Atos Medical on behalf of the patient.

Financial Responsibility

I understand and agree that I am responsible for the payment of any and all sums that may become due for the services provided. I am responsible for all charges regardless of the payor. These sums include, but are not limited to, all deductibles, co-payments, out-of-pocket requirements, and non-covered services. If for any reason and to any extent, Atos Medical does not receive payment from the payor source, I hereby agree to pay Atos Medical for the balance in full, within 30 days of receipt of the invoice. I am liable for all charges, including collection costs and all attorneys' fees.

I understand that the benefits quoted to me by Atos Medical and/or my insurance company(ies) are not a guarantee of payment. In the event a payment, due to Atos Medical, is received by me, I hereby agree to endorse such payment(s) and forward them directly to Atos Medical. I agree that all costs of any durable medical equipment and supplies not paid for by my insurance company are my responsibility, and I authorize payment via my credit card (if on file), or I will promptly mail a check or money order to Atos Medical.

Product Rentals

Beneficiaries may either rent or purchase inexpensive or routinely purchased durable medical equipment. Atos Medical does NOT provide rental or

capped rental equipment. Please contact Atos Medical for additional information on whether this applies to the products that you receive from Atos Medical.

Product Warranty Information

Warranty information is available on our website or may be provided upon request.

Returned Goods

I understand that any returned goods must follow the Return Goods policy of Atos Medical whereas the product must be returned in saleable condition and within the following guidelines:

- Saleable condition includes (but is not limited to) the returned product being unopened, in original sealed packaging and packaging/contents may not be tampered with to receive credit and/or exchange. This includes no physical damage to the product or the product box and nothing affixed or written on the product box.
- Atos accepts returns of substandard (less than full quality for the particular product) or unsuitable product (inappropriate for the beneficiary at the time it was sold) from beneficiaries.
- Atos Medical reserves the right to reject or refuse any returns/exchanges if it is determined the packaging has been tampered with in any way.
- Any product in the possession of the patient longer than 90 days will not be considered for a return.
- Returns will not be accepted without prior authorization from Atos Medical. For information on how to return the product correctly, contact Atos Medical by calling +1.800.217.0025.

- Once the return process has been initiated, the product must be received by Atos Medical within 30 days or the return will be cancelled.
- The patient will notify Atos Medical within 10 business days if an order has not been received.
- Beyond 30 days past the shipment, Atos Medical is not able to investigate any shipping discrepancies further to provide replacement or credit.
- Atos Medical highly recommends using a reputable shipping carrier capable of providing proof of delivery. Proper packaging and fully insurance the return shipment is also recommended.
- Shipping charges are non-refundable and the risk of loss on all return shipments is the responsibility of the customer.
- Atos Medical reserves the right to change or amend this process at any time.

Grievance Reporting

Atos Medical is committed to providing all patients with the highest level of service. I understand that should I become dissatisfied with my patient experience, I may lodge a grievance/complaint without concern of reprisal, discrimination or unreasonable interruption of service. Atos Medical is committed to investigating all grievances and providing patients with a resolution.

To place a grievance, please call +1.800.217.0025 and speak to a Customer Service representative. You may also mail a grievance in writing to: Atos Medical Inc.
5000 South Towne Dr, Suite 200
New Berlin, WI 53151-7956

In addition to the complaint procedures listed above, if you do not receive satisfactory resolution from us, you can contact your insurance provider, or our accrediting organization, ACHC, at 1-919- 785-1214, or toll-free at 855-937-2242.

If you are a Medicare beneficiary, you can contact Medicare at 1-800-633- 4227. For additional contact information for applicable state and local agencies, please visit <https://www.cms.gov/medicare/health-safety-standards/quality-safety-oversight-generalinformation/contact-information>.

I acknowledge that I have been informed of the procedure to report a grievance.

Product Complaint

Atos is committed to always prioritizing product safety and product quality from the early stage of design to the end of the product lifecycle. I understand that should I become dissatisfied with an Atos Medical product, I may submit a product complaint, without concern of reprisal, discrimination or unreasonable interruption of service. I acknowledge that I have been informed of the procedure to report a product complaint. To make a product complaint, please call +1.800.217.0025 and speak to Customer Service. A product complaint will initiate an investigation. If applicable, Atos Medical may request that the product or unused portion of the product be returned for the investigation. The patient shall be provided with notification of the results of the investigation and response. Results may be relayed via call, email, or mail. For all Atos Medical AB (Sweden) products, a response may take six to eight weeks.

Plan of Service

I agree to use these tracheostomy and/or laryngectomy devices and supplies only in the method prescribed by my practitioner, and in accordance with the manufacturer's Instructions For Use (IFUs).

Insurance

I understand that Atos Medical is NOT my insurance company, however I authorize Atos Medical to help me navigate the process, check my benefits coverage, submit my claims, discuss the importance of my laryngectomy supplies with my insurance and take steps to assist me with my insurance claim and in advocacy with my insurance company, and if needed help me obtain Letters of Authorization or Gap Exceptions. If Atos Medical is unable to get my insurance to cover my Atos Medical supplies, I authorize Atos Medical to find me another durable medical equipment provider.

Emergency Preparedness

In case of any weather emergencies that may affect the ability of Atos Medical to operate safely, our offices may close for one (1) or more days. When we have an impending weather emergency that may affect our ability to provide your shipment, we try to expedite the shipment of your order prior to the weather emergency. If you are relocating either temporarily or permanently because of a weather emergency, please provide us with your new address as soon as possible so that we can ship your product to the correct location.

If our offices are closed due to a weather emergency, we will transfer the main telephone numbers to our remote workforce. Customers may leave a

message that will be retrieved by our staff. Once the weather emergency has passed, Atos Medical will re-open and resume normal operations. We will follow up on all voice messages left for us and ship your supplies as soon as delivery services are operational in our area.

Hours and Contact Information

Monday-Friday 8:00am-5:00pm CST at +1.800.217.0025.

Bilingual Support

Si usted es un profesional o paciente que prefiere comunicarse en Español, llame nuestra línea de servicios al cliente al +1.800.217.0025, seleccione la opción en Español. Nuestros intérprete bilingües están disponibles para ayudar a los clientes que hablan Español de 8:00am – 5:00pm de Lunes a Viernes, hora central. Háganos una llamada.

Atos Medical Inc. Notice of Privacy Practices

Health Insurance Portability And Accountability act (HIPAA)

Effective date: October 23, 2015. **This notice describes how medical/health information about you may be used and disclosed and how you can get access to this information. Please review it carefully**

Atos Medical Inc (Atos) is required by law to maintain the privacy of your protected health information (PHI); to provide you this detailed Notice of our legal duties and privacy practices relating to your PHI; and to abide by the terms of the notice that are currently in effect.

Uses and Disclosures for Treatment, Payment and Healthcare Operations

The following lists various ways in which we may use or disclose your PHI for purposes of treatment, payment and healthcare operations.

- **For Treatment.** We will use and disclose your PHI in processing your order and sending you the products you request. For example, in processing your order we will contact your physician or the many health professionals who contribute to your care in order to obtain a certificate of medical necessity, prescription or physician written order, or medical progress notes. This may include specialists, your regular physician, and hospital doctors and staff such as speech pathologists. We may also coordinate your treatment with your Authorized Representative, if you have one.
- **For Payment.** We may use and disclose your PHI for billing and payment purposes. We may disclose your PHI to your Authorized Representative, or to an insurance or

managed care company, Medicare or another third-party payor. For example, we may contact Medicare or your health plan to confirm your coverage and benefits, or we may share this information with you, your Authorized Representative or a thirdparty payer to verify that you received the services for which you were billed. When necessary, your information may also be shared with a third-party billing or collection company.

- **For Healthcare Operations.** We may use and disclose your PHI as necessary for healthcare operations, such as management, education and training and to monitor our quality of care. For example, we may use information about your order to track delivery of products. We may also use and disclose your information and complaints to ensure that manufacturers meet our specifications appropriately.

Specific Uses and Disclosures of Your PHI

The following lists various ways in which we may use or disclose your PHI.

- **Individuals Involved in Your Care or Payment for Your Care.** Unless you object, we may disclose PHI about you to a family member, close friend or other person you identify who is involved in your care.
- **Emergencies.** We may use or disclose your PHI as necessary in emergency treatment situations.
- **As Required By Law.** We may use or disclose your PHI when required by law to do so.
- **Business Associates.** We may disclose your PHI to a contractor or business associate that needs the information to perform services for Atos. Our business associates are committed to preserving the confidentiality of this information.
- **Public Health Activities.** We may disclose your PHI for public health activities. These activities may include reporting to a public health authority for preventing or controlling disease, injury or disability; reporting child abuse or neglect or reporting births and deaths.
- **Reporting Victims of Abuse, Neglect or Domestic Violence.** If we believe that you have been a victim of abuse, neglect or domestic violence, we may use and disclose your PHI to notify a government authority, if authorized by law or if you agree to the report.
- **Health Oversight Activities.** We may disclose your PHI to a health oversight agency for activities authorized by law, such as audits, investigations, inspections and licensure actions or for activities involving government oversight of the healthcare system.
- **To Avert a Serious Threat to Health or Safety.** When necessary to prevent a serious threat to your health or safety or the health or safety of the public or another person, we may use or disclose PHI, limiting disclosures to someone able to help lessen or prevent the threatened harm.
- **Judicial and Administrative Proceedings.** We may disclose your PHI in response to a court or administrative order. We also may disclose information in response to a subpoena, discovery request, or other lawful process; efforts must be made to contact you about the request or to obtain an order or agreement protecting the information.
- **Law Enforcement.** We may disclose your PHI for certain law enforcement purposes, including, for example, to comply with reporting requirements; to comply with a court order, warrant, or similar legal process; or to answer certain requests for information concerning crimes.
- **Research.** We may use or disclose your PHI for research purposes if the privacy aspects of the research have been reviewed and approved, if the researcher is collecting information in preparing a research proposal, if the research occurs after your death, or if you authorize the use or disclosure.
- **Coroners, Medical Examiners, Funeral Directors, Organ Procurement Organizations.** We may release your PHI to a coroner, medical examiner, funeral director or, if you are an

organ donor, to an organization involved in the donation of organs and tissue.

- **Disaster Relief.** We may disclose PHI about you to a disaster relief organization.
- **Military, Veterans and other Specific Government Functions.** If you are a member of the armed forces, we may use and disclose your PHI as required by military command authorities. We may disclose PHI for national security purposes or as needed to protect the President of the United States or certain other officials or to conduct certain special investigations.
- **Workers' Compensation.** We may use or disclose your PHI to comply with laws relating to workers' compensation or similar programs.
- **Inmates/Law Enforcement Custody.** If you are under the custody of a law enforcement official or a correctional institution, we may disclose your PHI to the institution or official for certain purposes including the health and safety of you and others.
- **Treatment Alternatives and Health Related Benefits and Services.** We may use or disclose your PHI to inform you about treatment alternatives and healthrelated benefits and services that may be of interest to you.

Uses and Disclosures with Your Authorization

Except as described in this Notice, we will use and disclose your PHI only with your written authorization. You may revoke an authorization in writing at any time.

If you revoke an authorization, we will no longer use or disclose your PHI for the purposes covered by that authorization,

except where we have already relied on the authorization.

Your Rights Regarding Your PHI

Although your health records are the physical property of Atos, you have the following rights regarding your PHI contained therein: Each of these rights is subject to certain requirements, limitations and exceptions. Exercise of these rights may require submitting a written request to Atos. At your request, Atos will supply you with the appropriate form to complete. You have the right to:

- **Request Restrictions.** You have the right to request restrictions on our use or disclosure of your PHI for treatment, payment, or healthcare operations. "Healthcare operations" consists of activities that are necessary to carry out the operations of the provider, such as quality insurance and peer review. You also have the right to request restrictions on the PHI we disclose about you to a family member, friend or other person who is involved in your care or the payment for your care.

The right to request restriction does not extend to uses or disclosures permitted or required under the following sections of the federal privacy regulations: § 64.502(a)(2)(i) (disclosures to you), § 164.510(a) (for facility directories, but note that you have the right to object to such uses), or § 164.512 (uses and disclosures not requiring a consent or an authorization). The latter uses and disclosures include, for example, those required by law, such as mandatory communicable disease reporting. In those cases, you do not have a right to request restriction. The consent to use and disclose your

individually identifiable health information provides the ability to request restriction. We do not, however, have to agree to the restriction, except in the situation explained below. If we do, we will adhere to it unless you request otherwise or we give you advance notice. You may also ask us to communicate with you by alternate means, and if the method of communication is reasonable, we must grant the alternate communication request. You may request restriction or alternate communications on the consent form for treatment, payment, and healthcare operations. If, however, you request restriction on a disclosure to a health plan for purposes of payment or healthcare operations (not for treatment), we must grant the request if the health information pertains solely to an item or a service for which we have been paid in full.

We are not required to agree to your requested restriction (except that if you are competent you may restrict disclosures to family members or friends). If we do agree to accept your requested restriction, we will comply with your request except as needed to provide you emergency treatment.

- **Access to Personal PHI.** You have the right to inspect and obtain a copy of your clinical or billing records or other written information that may be used to make decisions about your care, subject to some exceptions. Your request must be made in writing. In most cases, we may charge a reasonable fee for our costs in copying and mailing your requested information.

Again, this right is not absolute. In certain situations, such as if access would cause harm, we can deny access. You do not have a right of access to the following:

- Psychotherapy notes. Such notes consist of those notes that are recorded in any medium by a healthcare provider who is a mental health professional documenting or analyzing a conversation during a private, group, joint, or family counseling session and that are separated from the rest of your medical record.
- Information compiled in reasonable anticipation of or for use in civil, criminal, or administrative actions or proceedings.
- PHI that is subject to the Clinical Laboratory Improvement Amendments of 1988 ("CLIA"), 42 U.S.C. § 263a, to the extent that giving you access would be prohibited by law.
- Information that was obtained from someone other than a healthcare provider under a promise of confidentiality and the requested access would be reasonably likely to reveal the source of the information.
- Information that is copyright protected, such as certain raw data obtained from testing.

If you are denied access to PHI, in some cases you have a right to request review of our decision denying access. These "reviewable" grounds for denial include the following:

- A licensed healthcare professional, such as your attending physician, has determined, in the exercise of professional judgment, that access is reasonably likely to endanger the life or physical safety of yourself or another person.

- PHI refers to another person (other than a healthcare provider) and a licensed healthcare provider has determined, in the exercise of professional judgment, that the access is reasonably likely to cause substantial harm to such other person.

- The request is made by your personal representative and a licensed healthcare professional has determined, in the exercise of professional judgment, that giving access to such personal representative is reasonably likely to cause substantial harm to you or another person.

For these reviewable grounds, another licensed professional must review the decision of the provider denying access within 60 days. If we deny you access, we will explain why and what your rights are, including how to seek review. If we grant access, we will tell you what, if anything, you have to do to get access. We reserve the right to charge a reasonable, costbased fee for making copies.

- **Request Amendment.** You have the right to request amendment of your PHI maintained by Atos for as long as the information is kept by or for Atos. Your request must be made in writing and must state the reason for the requested amendment.

We may deny your request for amendment if the following conditions exist:

- The record is not created by Atos, unless the originator of the information is no longer available to act on your request. If, as in the case of a consultation report from another provider, we did not create

the record, we cannot know whether it is accurate or not. Thus, in such cases, you must seek amendment/correction from the party creating the record. If the party amends or corrects the record, we will put the corrected record into our records;

- The records are not available to you as discussed immediately above;
- The records are not part of the PHI maintained by or for Atos;
- The records are not part of the information to which you have a right of access; or
- The record is already accurate and complete, as determined by Atos.

If we deny your request for amendment/ correction, we will notify you why, how you can attach a statement of disagreement to your records (which we may rebut), and how you can complain. If we grant the request, we will make the correction and distribute the correction to those who need it and those whom you identify to us that you want to receive the corrected information.

- **Request an Accounting of Disclosures.** You have the right to obtain an accounting of non-routine uses and disclosures, those other than for treatment, payment, and healthcare operations until a date that the federal Department of Health and Human Services will set after January 1, 2011. After that date, we will have to provide an accounting to you upon request for uses and disclosures for treatment, payment, and healthcare operations. We do not need to provide an accounting for the following disclosures:

- To you for disclosures of PHI to you.
- For the facility directory or to persons involved in your care or for other notification purposes as provided in § 164.510 of the federal privacy regulations (uses and disclosures requiring an opportunity for the individual to agree or to object, including notification to family members, personal representatives, or other persons responsible for your care, of your location, general condition, or death)
- For national security or intelligence purposes under § 164.512(k)(2) of the federal privacy regulations (disclosures not requiring consent, authorization, or an opportunity to object).
- To correctional institutions or law enforcement officials under § 164.512(k) (5) of the federal privacy regulations (disclosures not requiring consent, authorization, or an opportunity to object).
- That occurred before April 14, 2003.

We must provide the accounting within 60 days. The accounting must include the following information:

- Date of each disclosure.
- Name and address of the organization or person who received the PHI.
- Brief description of the information disclosed.
- Brief statement of the purpose of the disclosure that reasonably informs you of the basis for the disclosure or, in lieu of such statement, a copy of your written authorization or a copy of the written request for disclosure.

To request an accounting of disclosures, you must submit a request in writing, stating a time period beginning after April 13, 2003 that is within six years from the date of your request. The first accounting provided within a 12-month period will be free; for further requests, we reserve the right to charge a reasonable, cost-based fee.

- **Revoke your Consent.** You have the right to revoke your consent or authorization to use or disclose health information except to the extent that we have taken action in reliance on the consent or authorization.
- **Request a Paper Copy of This Notice.** You have the right to obtain a paper copy of this Notice, even if you have agreed to receive this Notice electronically. You may request a copy of this Notice at any time. In addition, you may obtain a copy of this Notice at our website, www.atosmedical.us.
- **Request Confidential Communications.** You have the right to request that we communicate with you concerning your health matters in a certain manner. We will accommodate your reasonable requests.

Our Responsibilities Under The Federal Privacy Standard In addition to providing you your rights, as detailed above, the federal privacy standard requires us to take the following measures:

- Maintain the privacy of your health information, including implementing reasonable and appropriate physical, administrative, and technical safeguards to protect the information.

- Provide you this Notice as to our legal duties and privacy practices with respect to individually identifiable health information that we collect and maintain about you.
- Abide by the terms of this Notice.
- Train our personnel concerning privacy and confidentiality.
- Implement a sanction policy to discipline those who breach privacy/confidentiality or our policies with regard thereto.
- Mitigate (lessen the harm of) any breach of privacy/confidentiality
- We will not use or disclose your health information without your consent or authorization, except as described in this notice or otherwise required by law.
- These include most uses or disclosures of psychotherapy notes, marketing communications, and sales of PHI. Other uses and disclosures not described in this notice will be made only with your written authorization

To file a complaint with Atos, contact the Atos Medical Privacy Compliance Official at **+1.800.217.0025**.

Changes to This Notice We reserve the right to change this Notice and to make the revised or new Notice provisions effective for all individually identifiable health information already received and maintained by Atos as well as for all PHI we receive in the future. If we change our information practices, we will provide a copy of the revised Notice upon request.

For Further Information or to File a Complaint

If you have any questions about this Notice or would like further information concerning your privacy rights, please contact the Atos Medical Privacy Compliance Official at **+1.800.217.0025**. Our goal is always to provide you with highest quality service, so we welcome your comments.

If you believe that your privacy rights have been violated, you may file a complaint in writing with Atos or with the Office of Civil Rights in the US Department of Health and Human Services. We will not retaliate against you if you file a complaint.

Important documents to send to us

- **Patient Services Form** (completed and signed by you)
- **Prescription Form** (completed and signed by your physician/prescriber)
- **Medical Records** (completed by your **physician/prescriber** and submitted with your prescription)
Ask your prescriber to include medical records, including surgical and continuing office visit notes related to laryngectomy supply needs, with each new prescription.
- **Readable copies of ALL health insurance cards** (front and back) including Primary and Secondary Insurance

Send the documents to:

Via email: documents.us@atosmedical.com

Via mail: Atos Medical Inc., Attn: Patient Services
5000 South Towne Drive, Suite 200
New Berlin, WI 53151-7956





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Helping people breathe, speak and live with confidence through leading laryngectomy and tracheostomy care.

We are always here to help.

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