

Atos

Breathing-Speaking-Living



**Patient
Services Book**
Important Information



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.

Contents

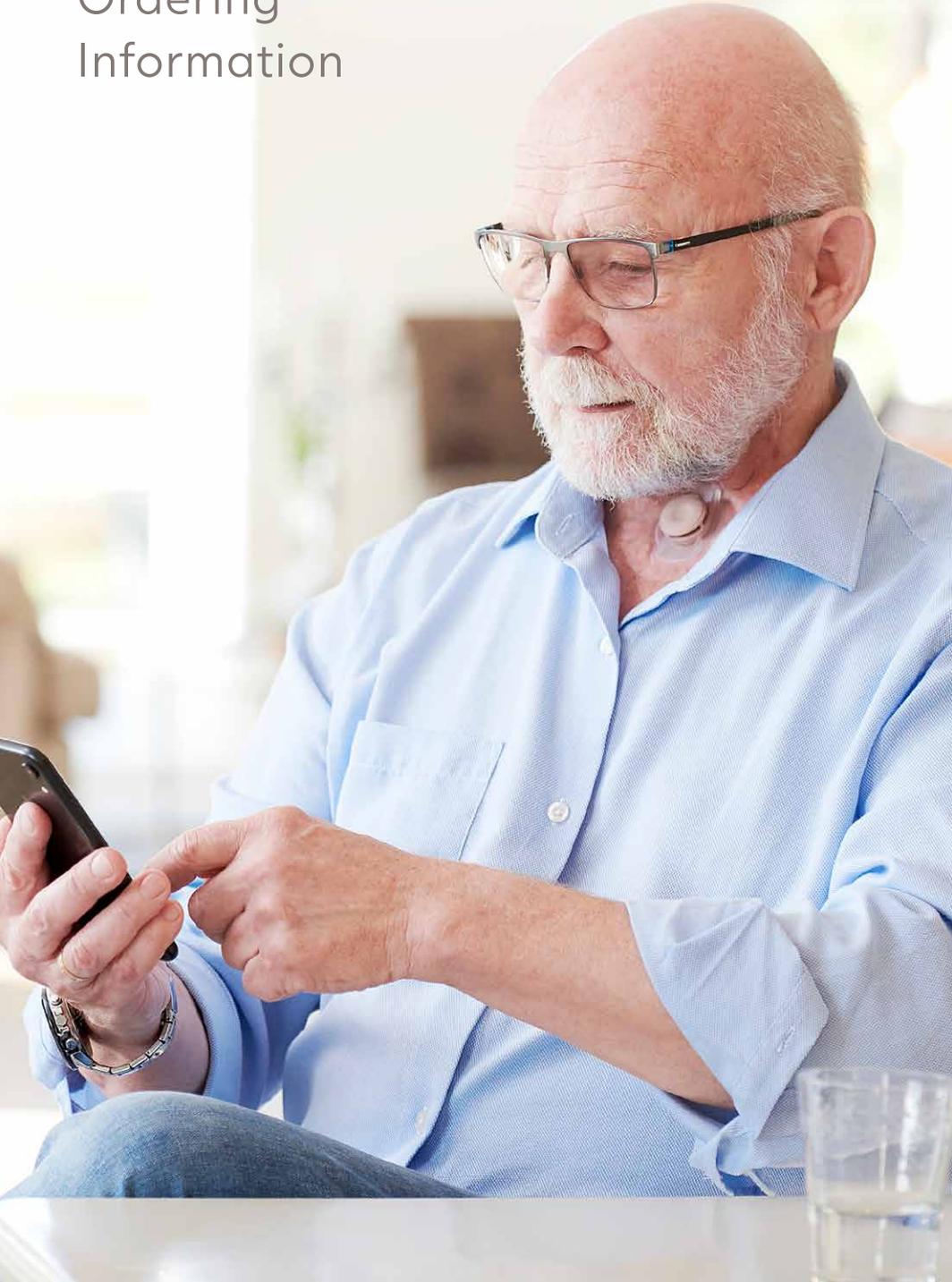
Part one: Insurance and Ordering Information

- 5 How Can We Help?
- 7 Ordering Laryngectomy Supplies
- 10 Understanding Your Insurance Benefits
- 13 Patient Bill of Rights and Responsibilities

Part two: Patient and Privacy Information

- 16 Patient Service Agreement
- 18 HIPAA and Notice of Privacy Practices

Insurance and
Ordering
Information





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 Medicare Billing

Atos Medical makes insurance filing easy by offering Medicare and commercial insurance claim submission and follow-up. We do not ask for payment at the time of your order for items covered by insurance (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. We also offer convenient, 90-day ordering for in-network insurance customers. Check our website for a full list of in-network providers. This list is updated often

Medicare Assignment

Many of our products are eligible for Medicare assignment pricing. We will not ask for payment at the time of order. For those products, patients with Medicare Part B coverage pay only 20% of the assignment pricing determined by Medicare once deductibles are met. If you have a secondary insurance plan that pays for your Medicare co-pays and deductibles, you may not have out-of-pocket costs for these items. Convenient 90-day ordering is available for items that qualify.

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.

Clinical and Technical Support

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

Community

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

Atos 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 the **COMMUNITY** page of our website www.atosmedical.us, to learn more about events for every stage of your journey.





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 is supported by a long list of peer-reviewed clinical documentation.

At www.atosmedical.us, you can browse products or request a catalog. We also have friendly and knowledgeable teams waiting to provide personal assistance 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 an 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** This provides important demographic, insurance and authorization 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 with Medical Records** These are completed and signed by your physician/prescriber. This allows us to dispense to you products designated by your clinician. If you have insurance, it also allows us to help seek the reimbursement coverage you are entitled to through your plan. Prescriptions may be valid for up to one year and need to be renewed annually. Please request that your doctor send copies of Medical Records from your most recent visit related to your diagnosis along with the Prescription.
 - **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 if your insurance changes or you begin Medicare.
- 2 Read, complete and sign the above documents. Be sure to return them with copies of your insurance cards to Atos.**
- 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, 2801 South Moorland Road, New Berlin, WI 53151-3743



Please contact our Customer Service team immediately if there are any changes to your insurance coverage or if you start Medicare.

While Atos 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. With your help, we can sometimes obtain Letters of Authorization or Gap Exceptions to help 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 is here to help! If you have questions about insurance, reach out to us at +1.800.217.0025, select prompt for Insurance Representative.

UNDERSTANDING YOUR INSURANCE BENEFITS

Medicare

If you have original traditional Medicare, Atos can submit your claim to Medicare and is able to accept assignment on certain items (some restrictions may apply). For assignment items, Medicare recipients are typically responsible for 20% of the Medicare allowed amount (provided you have satisfied your Medicare Part B deductible for the year). Medicare will pay the remaining 80%. If you have a Medicare supplement policy, that may pay for the 20% for which you would otherwise be responsible. Please contact your insurance company as it is your responsibility to understand the policy specific benefits for Durable Medical Equipment (DME).

In order to take advantage of the Medicare rates, Medicare requires that we have the completed written prescription form prior to shipping your order. For non-assigned items, you will be responsible for payment in full at the time of order. Atos will file your claim, and Medicare will reimburse you directly based on their portion of the allowable amount.

Medicaid, Medicare Advantage (Replacement) or Commercial Insurance Coverage

For all other Medicaid, Medicare Advantage, or commercial insurance plans, it is strongly recommended that you contact your insurance company prior to ordering. A prior authorization is almost always required, and you may have a separate deductible 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 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 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.

- If we have complete Medicare information available at the time you place your order, we will ship your products and you will receive a statement reflecting the balance owed after your insurance has paid their portion. Depending on how quickly Medicare processes your claim, you will receive the invoice in 30-90 days.
- If we are not able to verify coverage at the time of your order, you will be asked to pay in full. Once we receive your complete information and verify your coverage, we will submit your claim to Medicare and they will refund the 80% to you.
- It is important to remember that you must have met your annual deductible before Medicare will pay the entire 80%.

Q4: What are the three different types of Medicare Plans?

- **Original or Traditional Medicare** (also known as fee-for-service) This plan is available everywhere in the United States. It is the way most people get their Part A and Part B healthcare. Medicare may require your doctor to examine you in-person before you can get durable medical equipment. Assignment pricing is only available to those enrolled in the Original or Traditional Medicare Plan.
- **Medicare Advantage** (or Medicare + Choice) which includes Medicare Managed Care or HMO Plans, Medicare Preferred Provider Organization Plans, Medicare Private Fee-for-Service Plans and Medicare Specialty Plans. These are plans offered by a private company that contracts with Medicare to provide all of your Part A and Part B services.
- **Medigap Policy** This is a Medicare supplement policy sold by private insurance companies to fill “gaps” in Original Medicare Plan coverage. Medigap policies only work with the Original Medicare Plan.

Q5: 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-approved amount
- The cost of services and supplies Medicare does not cover, such as expedited shipping charges
- Extra costs on those items for which Atos Medical does not accept assignment

Q6: What does Atos need in order to accept assignment for Laryngectomy supplies?

We need your Prescription Form with Medical Records, Patient Services Form and copies of the front and back of your insurance card(s).

Q7: Where can I obtain these forms?

You can obtain forms by mail or from the RESOURCES section of our website at www.atosmedical.us. Or you can request to have them sent to your email address to be completed electronically via DocuSign.

Q8: 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.

Q9: What if I have a secondary insurance plan? Can Atos Medical file my claim to them?

You will need to contact your secondary insurance company; they may be able to setup a Medicare “automatic crossover file” provided they have a contract with Medicare. Once the crossover file is setup, the claim sent by Atos to Medicare will automatically be forwarded to your secondary insurance. Your secondary insurance will process the claim on the balance not covered by Medicare based on your DME benefits. If a crossover cannot be set up, please inform an Atos Insurance representative; we can assist you in filing claims to your secondary insurance carrier.

Q10: Do I need an authorization or pre-approval from my insurance company?

If you do not have Original Medicare, most other insurance companies may require an authorization or pre-approval in order for you to purchase products. Atos is an out-of-network provider for most insurance companies. We strongly recommend that you contact your insurance company for guidance regarding your DME benefits before ordering your supplies from Atos. If you have already ordered from Atos without contacting your insurance company about an authorization, contact your insurance company right away. This matter is very important and could affect how your insurance company processes your claims.

Q11: I am in a skilled nursing facility, hospice or working with a home health agency. Can I still place an order?

Medicare will not allow us to bill them when you are receiving other Medicare covered services at the same time. Please contact the Insurance Department at Atos so we can determine if there is a conflict with another provider. If there is a conflict, your current provider may be able to purchase the products from Atos and file your claim with Medicare. Or you can order your products if you pay in full and sign a financial waiver form to avoid any delay.

Q12: Can I order multiples of the same or similar products at the same time?

Medicare and many private insurance companies set specific utilization limits on various products. Utilization refers to the frequency or amount of items you can purchase within a given time frame. Atos may not be able to sell more than the approved number of items that have the same Medicare (HCPCS) code (i.e. A7508 for adhesives) in any given time frame. Any items purchase over utilization limits will almost certainly require payment in full with no reimbursement. You should contact your insurance company or Medicare to find out what they will allow. If additional supplies are needed, contact us. We may be able to assist you by asking your physician to update your Prescription Form and provide us with clinical documentation (medical notes) to support medical necessity. We are not able to retain information on every company; you should contact your insurer for your specific utilization requirements.



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

Patient Rights

- Receive reasonable coordination and continuity of supplies.
- Receive a timely response from Atos when medical supplies are needed or requested.
- 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.
- Voice grievances or complaints of staff or supplies without restraint, interference, coercion, discrimination or reprisal.
- Confidentiality and privacy of all information contained in the patient record and of Protected Health Information.
- Receive appropriate supplies in accordance with physician orders.

- 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 notify Atos 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 for any services furnished by Atos.
- Patient agrees to accept all financial responsibility for home medical equipment furnished by Atos.
- Patient agrees that Atos 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 retains the right to refuse delivery of service to any patient at any time.
- 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.

When the patient is unable to make medical or other decisions, the family should be consulted for direction. Atos staff members are able to discuss the Patient Bill of Rights and Responsibilities with the patient and authorized caregiver(s). **Atos abides by the CMS Medicare DMEPOS Supplier Standards.**

Patient and
Privacy
Information



PATIENT SERVICE 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 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.

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 for any medical supplies furnished to me. I authorize Atos to seek such benefits and payments on my behalf. I understand that, as a courtesy, Atos will bill Medicare or other federally-funded sources and other payors and insurer(s) 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 within 30 days of the event.

I have been informed by Atos 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 receives payment from Medicare on assigned claims.

I understand Atos is a non-participating Medicare provider. Atos can elect to accept assignment or not accept assignment on a claim-by-claim basis. Atos will inform me at the time of the order if a claim will be assigned or non-assigned. I will receive payment from Medicare on all approved non-assigned claims less any co-payments or deductibles.

Release of Information

I hereby request and authorize Atos, the prescribing physician, hospital and any other holder of information relevant to service, to release information upon

request to Atos, any payer source, physician or any other medical personnel or agency involved with my supplies. I also authorize Atos 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 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 on my behalf. If so designated, I authorize Atos 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 for the patient file, and the agent may work with Atos 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 does not receive payment from the payor source, I hereby agree to pay Atos for the balance in full, within 30 days of receipt of invoice. I am liable for all charges, including collection costs and all attorneys' fees.

I understand that benefits quoted to me by Atos and/or my insurance company(ies) is not a guarantee of payment. In the event that any payment

due to Atos is received by me, I hereby agree to endorse such payment(s) and forward them directly to Atos. 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.

Returned Goods

I understand that any returned goods must follow the Return Goods policy of Atos Medical whereas 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 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 and an Atos return merchandise authorization (RMA) number, which can be obtained by calling **+1.800.217.0025**.
- Shipping charges are nonrefundable.
- RMA numbers issued by Atos are good for 30 days only. The product must be received by Atos within that time.
- RMA numbers cannot be extended or re-issued.
- Atos highly recommends using a reputable shipping carrier capable of providing proof of delivery, as well as properly packaging and fully insuring my return shipment.
- The patient is responsible for shipping charges and risk of loss on all return shipments.
- The patient will notify Atos within 10 business days if an order has not been

received.

- Beyond 30 days past the date of shipment, Atos is not able to investigate any shipping discrepancies further to provide replacement or credit.

Grievance Reporting

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

To place a grievance, please call **+1.800.217.0025** and speak to Customer Service.

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 product, I may submit a product complaint, without concern of reprisal, discrimination or unreasonable interruption of service. I acknowledge that I have been information of the procedure to report a product complaint. To place a product complaint, please call **+1.800.217.0025** and speak to Customer Service. A product complaint will initiate an investigation. If applicable, Atos may request that the product or unused portion of the product be return for the investigation. The patient shall be provided notification of the results of the investigation and response. Results may be relayed via call or email. 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.

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 third-party 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, personnel evaluation, 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 personal 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 health-related 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

ATOS MEDICAL INC NOTICE OF PRIVACY PRACTICES

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 the access is reasonably likely to endanger the life or physical safety of yourself or another person.
- PHI makes reference 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, cost-based 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 nonroutine 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.

ATOS MEDICAL INC NOTICE OF PRIVACY PRACTICES

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.

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.

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.



Important documents checklist

- **Patient Services Form** (completed and signed by you)
- **Prescription Form** (completed and signed by your physician/ prescriber) Ask your doctor to send **Medical Records** from your last clinical visit within the last year with each new prescription
- **Readable copies of ALL health insurance cards** (front and back), including Primary and Secondary Insurance

Send all documents to:

Via email: documents.us@atosmedical.com

Via mail: Atos Medical Inc, Attn: Patient Services
2801 South Moorland Road, New Berlin, WI 53151-3743

**Please feel free to contact us.
We are always here to help you.**

Atos Medical Inc

2801 South Moorland Road
New Berlin, WI 53151-3743 USA
Tel: +1 800 217 0025
Fax: +1 844 389 4918
Email: info.us@atosmedical.com
Web: www.atosmedical.us

Atos
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