

## Notice of Health Information Privacy Practices

**THIS NOTICE DESCRIBES HOW INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW CAREFULLY.**

### **Binson's Hospital Supplies, Inc., D/B/A Binson's Home Health Care Centers (Binson's)**

#### **Pledge Regarding Protected Health Information (PHI)**

Binson's understands that health information about you is personal. We are committed to protecting Personal Health Information (PHI) about you. We need this information to provide you with quality care and comply with certain legal requirements. This notice applies to all of the records about you generated by Binson's.

We will not use or disclose your PHI without your consent or authorization except as provided by law or otherwise described in this notice. We are required by law to accommodate reasonable requests you may have to communicate PHI by alternative means or at alternative locations and will notify you if we are unable to agree to a requested restriction.

Binson's reserves the right to make changes to this notice and to our privacy policies from time to time. Changes adopted will apply to any PHI we maintain about you. Binson's is required to provide this notice and abide by the terms of our notice currently in effect. When changes are made, we will update this notice and post the information on the Binson's website at [www.binsons.com](http://www.binsons.com). Please review this site periodically to ensure that you are aware of any such updates.

#### **Your Protected Health Information (PHI) Rights**

Although your health record is the physical property of Binson's, the PHI contained in the record belongs to you. You have the right to:

**Inspect and Copy** You have the right to inspect and obtain a copy of your PHI. Such a request must be made in writing. This right is not absolute and in some cases we may deny access. We may charge a fee for the cost of copying, mailing, or other services associated with your request.

**Amend** You have the right to request to amend your PHI. Such a request must be made in writing.

**An Accounting of Disclosures** You have the right to request an accounting of uses and disclosures of your PHI. An accounting does not include disclosures associated with treatment, payment, and health care operations, disclosures made pursuant to an authorization, disclosures required by law, incidental disclosures, or some other disclosures. This request must be in writing and pertain to a specific time frame of less than six (6) months. We will act upon the request for an accounting no later than 60 days after receipt of your written request, but may extend this time frame an additional 30 days under certain circumstances. You may have one accounting per year free of charge, but will be charged a reasonable fee for any additional accountings.

**Right to Request Restrictions of Uses and Disclosures** You have the right to request a restriction of the PHI we use or disclose about you however, we may refuse to accept the restriction, unless the requested restriction involves a disclosure that is not required by law to a health plan for payment or health care operation purposes and not for treatment, and you have paid for the service in full, out-of-pocket. You also have the right to request a limit on the PHI we disclose to someone who is involved in you. If we do agree with your request, we will comply unless the information is needed to provide you emergency treatment. Such a request must be made in writing.

**Request Confidential Communications** You have the right to request communications of your PHI by alternative means or at alternative locations. We will accommodate reasonable requests that are submitted in written form and specify how and where you wish communication.

**Revoke Your Authorization** You have the right to revoke your authorization to Binson's to use or disclose PHI about you. Your revocation will be honored to the extent that action has not already been taken and as otherwise provided by law. Revocation must be submitted in writing.

**Paper Copy of This Notice** The most current Notice of PHI Practices will be posted in visible areas of Binson's. You will also receive a paper copy of the Notice of Health Information Practices and can request an additional copy if needed.

**Make a Request, Report a Concern, File a Complaint or Request More Information** To obtain forms or to exercise any of your rights described in this notice, you must send written request to: HIPAA Compliance Officer, Binson's, 26834 Lawrence, Center Line, Michigan 48015. If you have questions and would like additional information, or would like to report a concern please contact Binson's during normal business hours, at 586-755-2300. If you believe that your privacy rights have been violated, you can file a complaint with our Compliance Officer. You may also file a complaint with the Secretary

## How We May Use and Disclose Health Information About You

The following categories describe different ways that we use and disclose PHI about you. Not every use or disclosure in a category will be listed.

**For Treatment** We may use PHI about you to plan your care and provide for medical treatment or services. We may disclose PHI to your treating physician(s), or other health care provider(s) rendering services to you. For example: information obtained by our staff will be recorded in our record. Your physician may sign orders for your care or provide other communications. This information becomes a legal document describing the care you received and is part of your health records.

**For Payment** We may use and disclose PHI about you so that third-party payers can verify that you actually received the services billed for and to verify your benefits. We may use and disclose PHI about you so that the medical care and services you receive may be billed to and payment may be collected from you, an insurance company or a third party. For example: the information on or accompanying the bill may include information that identifies you, as well as your diagnosis, care provided, and supplies used. In the event that payment is not made, we may also provide limited information to collection agencies, attorneys, credit reporting agencies, and other organizations as are necessary to collect payment for services rendered.

**For Health Operations** We may use and disclose PHI about you for purposes of health care operations. We may use PHI as a source of data for facility planning, community outreach, and to continually work to improve the care we render and the outcomes we achieve. These uses and disclosures are necessary to run the company and help make sure that all of our clients receive quality care. For example: for the purposes of quality we may use information in your health record to assess the care and outcomes in your case and others like it.

**Business Associates** We may disclose your PHI to our business associates so they may perform the job we have asked them to do. To protect your PHI, we will require the business associate to appropriately safeguard your information. There are some services provided at Binson's through contracts with business associates. For example: collection agencies and medical storage companies.

**Research** We may disclose PHI to researchers when their research has been approved using established protocol to ensure the privacy of your PHI.

**Funeral Directors** We may disclose PHI to funeral directors consistent with applicable law to carry out their duties.

**As Required By Law** We will disclose PHI about you when required by federal, state, or local law. This includes disclosures required to the Department of Public Health, which is responsible for preventing or controlling disease, injury, or disability. It also includes disclosure for law enforcement purposes as required by law or in response to a valid subpoena.

**Worker's Compensation** We may release PHI about you to the extent authorized by, and to the extent necessary to comply with laws relating to worker's compensation.

**Organ and Tissue Donation** If you are an organ donor, we may release PHI about you to organizations that handle organ procurement or transplantations.

**Health Oversight Activities** We may disclose PHI to a health oversight agency for activities authorized by law. These oversight activities include audits, investigations, inspections, and certification. These activities are necessary for the government, accreditation, and licensing bodies to monitor the health care system.

**Community Resources** We may use and disclose PHI about you to make referrals for discharge planning, or other community resources. Examples include, but are not limited to; infusion, medical equipment companies, hospice, certified home care, and nursing homes or other health related services.

**De-identified Information and Limited Data Set** Binson's may use and disclose PHI that has been "de-identified" by removing certain identifiers making it unlikely that you could be identified. Binson's also may disclose limited PHI, contained in a "limited data set." The limited data set does not contain any information that can directly identify you. For example, a limited data set may include your city, county and zip code, but not your name or street address.

## Uses or Disclosures of Your Protected Health Information (PHI) to Which You May Object

We may use or disclose your PHI for the following purposes, unless you ask us not to.

- **Individuals Involved in Your Care or Payment for Your Care** Health professionals, using their best judgment, may disclose to a family member, other relative, close personal friend, or any other person you identify, PHI relevant to that person's involvement in your care, or payment related to your care.
- **Appointment Reminders** We may use and disclose PHI to contact you at your home, office, or other location that you have designated to provide a reminder that you have an appointment, or other services provided by BINSON'S.
- **Informing You About Treatment Alternatives** or other health-related benefits/services that may be of interest to you.
- **Assistance in Disaster Relief Efforts**

### Non-Described Purposes

For purposes not described above, including uses and disclosures of PHI for marketing purposes and disclosures that would constitute a sale of PHI, Binson's will ask for your written authorization before using or disclosing your PHI. If you signed an authorization form, you may revoke it, in writing, at any time, except to the extent that action has been taken in reliance on the authorization. Other uses and disclosures of PHI not covered by this notice will be made only with your written permission.

### Breach Notice

Binson's is required to provide patient notification if it discovers a breach of unsecured PHI unless there is a demonstration, based on a risk assessment, that there is a low probability that the PHI has been compromised. You will be notified without unreasonable delay and no later than 60 days after discovery of the breach. Such notification will include information about what happened and what can be done to mitigate any harm.

## YOUR RIGHTS TO MAKE HEALTH CARE DECISIONS ADVANCE DIRECTIVES

As an accredited homecare organization by the Accreditation Commission for Health Care, Inc. (ACHC), Binson's is required to inform its patients of their rights with respect to future medical care. Among these rights, is the patient's freedom to choose to receive or refuse medical treatment. Advance medical directives are legal documents that allow you to give direction for your future medical care if you become physically or mentally unable to do so yourself.

### Types of Advance Directives:

"**Living Wills**" are written instructions that explain your wishes for medical care if you have a terminal condition or irreversible coma and are unable to communicate.

A "**Durable Power of Attorney for Health Care**" is a document that lets you name a person to make medical decisions for you, if you become unable to do so yourself.

Advance medical directives allow you to limit certain life-prolonging measures including:

- Cardiopulmonary Resuscitation (CPR)
- Intravenous (IV) Therapy
- Feeding Tubes
- Pain Relief
- Respirators/Ventilators

Help and information concerning advance medical directives are available from several sources:

- Hospitals and Other Health Care Facilities
- American Association of Retired Persons (AARP)
- State Attorney General's Office
- Your Attorney

## MEDICARE DMEPOS SUPPLIER STANDARDS

The products and/or services provided to you by Binson's are subject to the supplier standards contained in the Federal regulations shown at 42 Code of Federal Regulations Section 424.57©. 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.gpoaccess.gov](http://www.ecfr.gpoaccess.gov). Upon request we will furnish you a written copy

## PATIENT RESPONSIBILITY

- Recognizing the patient's right to actively participate in their own care, acknowledging that health care is a team effort, and in order to facilitate the delivery of care, the patient recognizes the need:
- To provide an accurate history.
- To remain under the medical supervision of a physician.
- To communicate changes in the plan of care to our staff.
- To follow through on the established emergency plan.
- To treat our personnel with dignity, courtesy, and respect.
- To notify our staff of the wish to cancel services and/or prescribed treatment.
- To accept the responsibility for any refusal of treatment.
- To inform our staff if unavailable for scheduled visits.
- To inform our staff of complications or side effects of prescribed treatment.
- To inform our staff of equipment rented previously.
- To notify our staff of any hospitalization or change in patient insurance, address, telephone number, physician, or when the medical need for rental equipment no longer exists.
- To assume financial responsibility for services rendered.
- To use rental equipment with reasonable care; not to alter or modify, and to return in good condition (normal wear expected).
- To promptly report to our staff any malfunctions or defects in equipment so that repair/replacement can be arranged.
- To use equipment for the purposes so indicated and in compliance with physician's prescription. Patient agrees to keep the equipment in personal possession and at the address to which it was delivered unless authorized by our staff.

## PATIENT CARE RIGHTS

BINSON'S PERSONNEL WILL RECOGNIZE THE PATIENT'S NEED:

- Have one's person and property treated with respect, consideration and recognition of client/ patient dignity and individuality.
- To be fully informed in advance about service/care provided, including disciplines that furnish care and the frequency of visits as well as any modifications to the service/care plan.
- To participate in the development and periodic revision of the plan of service/care.
- To be informed of provider service/care limitations.
- To be informed of one's responsibilities.
- To expect reasonable continuity of care from the referring agency.
- To accommodate any language barriers or physical disabilities which interfere with the educational process.
- To obtain from the physician complete current information concerning diagnosis, treatments, and prognoses in terms the patient can be reasonably expected to understand.
- To refuse treatment to the extent permitted by law and to be informed of the medial consequences of his/her action.
- To participate in any discussions concerning ethical issues arising for his/her care.
- To choose a health care provider.
- To be informed of our policies, services, and charges for services, including eligibility for insurance reimbursement.
- To receive services regardless of race, religion, color, national origin, sexual preference, gender, marital status, age, handicap, or source of payment in accordance with physician orders.
- To be informed about names, titles, and qualifications of personnel.
- To be informed of anticipated outcomes of services/care and any barriers in outcome achievement for Clinical Services.
- For privacy during interview, examination, and treatment; and to refuse observation by those not directly involved in providing care.
- For confidentiality of all records pertaining to the patient, an opportunity to question portions of any record, and to have the record corrected if appropriate, and the right to transfer information to any third-party from all such records in the case of continuing care, unless medically counter-indicated.
- To express dissatisfaction and suggest changes in any services without fear of restraint, discrimination, coercion, reprisal, or unreasonable interruption of services.
- For information, as available, about community resources which are best suited to his/her needs.
- To receive prescribed supplies/services/equipment in a timely manner.
- To respect Advance Directives such as Living Wills or the designation of a Durable Power of Attorney to the extent provided by law.
- To be informed of any financial benefits when referring to another

## IMPORTANT INFORMATION NOTIFICATION



### Services and Products (\*not available at all locations):

Pharmacy\*  
Mobility Equipment  
Orthotics-Prosthetics\*  
Mastectomy Fittings & Supplies  
Medical Equipment  
Hearing Aids\*  
Wound Care Supplies  
Diabetic Supplies  
Respiratory Care\*  
Stocking Fittings & Supplies  
Rehabilitation Equipment & Repair  
Ostomy Supplies

### For Emergencies or to Lodge a Complaint

**Binson's Home Health Care Centers (Binson's) 888-246-7667 (Michigan) and 800-990-9557 (Florida)** – Immediate attention will be given by our management staff to resolve any concerns or complaints.

**Central Abuse Registry** – To report abuse, neglect, or exploitation call ACHC (Accreditation Commission for Health Care) toll-free 1-855-937-2242; or 1-919-785-1214.

### Payment Policy

- Binson's submits claims to most insurance carriers as a SERVICE to our customers. While your benefit representative or policy information may inform you the service being provided is a covered benefit, we cannot determine the outcome of claim submission. Prior authorization also does not guarantee payment of services.
- If your claim is submitted with the appropriate information and is denied by your insurance company or if Binson's has not received payment in 90 days, you will be responsible for payment in full.
- Every insurance company requires certain medical necessity information from your physician to pay for our services. This may be in addition to the prescription you have provided at the time of services. If your physician will not provide Binson's with the documentation needed for submitting claims, you will be responsible for payment of services.
- Binson's will make every effort to submit all co-pays and deductibles to your secondary insurance carrier, however, if the claim is denied, you will be responsible for payment of services.
- All Master Medical payments are expected at the time of service. At your request, we will submit your claim electronically or you may submit it yourself. Be sure to submit your receipt for services and a prescription from your physician with your claim form. You should receive payment in about 14 days.
- If your insurance company requires a different prescription format, Binson's will complete this for you and send it to your physician for signature.

### Medical Documentation

All insurance companies require, at the very least, a prescription signed by your physician for the services provided by Binson's. The following must be on the prescription:

Your physician's signature (Stamped signatures are unacceptable).

The prescription must be dated within 30 days of the date of service.

The medical need for the services or the diagnosis.

A description of the item(s) to be provided, with directions for usage.

If your insurance company requires a different prescription format, Binson's will complete this for you and send it to your physician for signature.

### Equipment Warranties

**Rental Equipment:** Will be repaired or replaced when necessary, during the entire rental period.

**Purchased Equipment:** New – Covered under applicable manufacturer's warranty. Used – Covered for 30 days or under manufacturer's warranty, if applicable. Damage other than that due to normal wear and tear is your responsibility.

### MICHIGAN LOCATIONS

#### **CORPORATE OFFICE**

#### **CENTER LINE LOCATION**

26834 Lawrence  
Center Line, MI 48015  
586-755-2300  
888-BINSONS  
Fax: 586-755-2322

**ANN ARBOR** - 814 Phoenix Drive  
734-545-7190

**DEARBORN** - 5250 Auto Club Drive  
313-789-7708

**EASTPOINTE** - 21571 Kelly Road  
877-599-4807

**FARMINGTON HILLS** - 32255 Northwestern Hwy, Ste 70A  
248-419-3520

**FLINT** - G-4433 Miller Rd.  
810-733-0280

**FLINT (Hurley Medical Ctr.)** - 1 Hurley Plaza  
810-262-6370

**LIVONIA** - 13450 Farmington Road  
734-421-2041

**LIVONIA (St. Mary Mercy)** - 36475 Five Mile  
734-655-2865

**ROYAL OAK** - 30475 Woodward  
888-419-0440

**SOUTHGATE** - 18800 Eureka Road  
800-746-3363

**STERLING HEIGHTS** - 43900 Schoenherr  
800-794-0115

**TROY** - 6475 Rochester Road  
800-589-2300

### FLORIDA LOCATION

**LONGWOOD** -  
830 S. Ronald Reagan Blvd.,  
Suite 192  
866-928-0003

**1-888-BINSONS [www.binsons.com](http://www.binsons.com)**