



# DISCLOSURE PACKET

Dear Arrow Health Solutions Beneficiary,

Thank you for choosing us as your preferred DME provider; we very much appreciate your business. Now that you are an Arrow Health Solutions Beneficiary, I wanted to personally tell you about the services available to you at no extra charge.

### **Insurance & Medicaid Billing**

We make insurance filing easy by offering Medicaid and insurance claim prior authorization, submission, and follow-up on your behalf. Our knowledgeable and experienced team works hard to get you the services you need.

### **Monthly Shipments**

If you order the same products every month, we will contact you monthly to go over your order ensuring product quality and quantities. You'll receive an e-mail prior to each shipment to confirm your order.

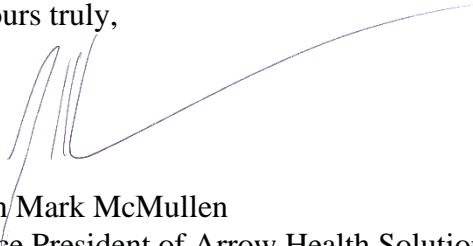
### **Advocacy**

We understand insurance coverage can be quite confusing and difficult to navigate. Our team champions for healthcare coverage and services that are readily available for you.

Our mission is "Helping Kids ~ Strengthening Families," and our primary goal is to exceed your expectations.

Please note: our business hours are Monday-Friday, 8:00am-5:00pm Central Standard Time.

Yours truly,

A handwritten signature in blue ink, appearing to read 'Jon Mark McMullen', with a long, sweeping underline that extends to the right.

Jon Mark McMullen  
Vice President of Arrow Health Solutions  
[JonMark.McMullen@arrow.org](mailto:JonMark.McMullen@arrow.org)

## **Beneficiary Service Agreement**

Beneficiary Name: \_\_\_\_\_ Medicaid Number: \_\_\_\_\_

### **Authorization/Consent to Provide Home Medical (Durable Medical) Equipment**

I have been informed of the home medical (durable medical) equipment and supplies available to me and of the selection of providers from which I may choose. I authorize Arrow Health Solutions, LLC, under the direction of the prescribing physician, to provide home medical equipment and supplies as prescribed by my physician.

### **Assignment of Benefits/Authorization of Payment**

I hereby assign all benefits and payments on assigned claims to be made directly to Arrow Health Solutions, LLC for any home medical equipment and supplies furnished to me. I authorize Arrow Health Solutions, LLC to seek such benefits and payments on my behalf. It is understood that, as a courtesy, Arrow Health Solutions, LLC will bill Medicaid or other federally-funded sources and other payers and insurer(s) providing coverage. I understand I am responsible for providing all necessary insurance information beforehand. Any changes in my policy, plan, or insurance company must be reported to Arrow Health Solutions, LLC within 30 days of the event. I have been informed by Arrow Health Solutions, LLC of the medical necessity for the services prescribed by my physician.

### **Release of Information**

I hereby request and authorize Arrow Health Solutions, LLC, the prescribing physician, hospital and any other holder of information relevant to my supplies, to release information, upon request, to Arrow Health Solutions LLC, any payer source, physician, or any other medical personnel or agency involved in my equipment. I also authorize Arrow Health Solutions, LLC to review medical history for the purpose of providing home health care equipment and supplies.

### **Patient Handouts**

I acknowledge I have received a copy of the Patient Handbook, which contains Patient Rights and Responsibilities, Supplier Standards, and HIPAA Privacy Standards. I acknowledge the information in the Patient Handbook has been explained to me and I understand the information.

### **Grievance Reporting**

I acknowledge that I have been informed of the procedure to report a grievance should I become dissatisfied with any portion of my home care experience. I understand that I may lodge a complaint without concern for reprisal, discrimination, or unreasonable interruption of service. To place a grievance, please call (346) 328-4800 or toll free (866) 328-4800 and ask to speak to the Arrow Health Solutions Operations Manager. If your complaint is not resolved to your satisfaction within 5 working days, you may initiate a formal grievance, in writing and forward it to the Vice President of Arrow Health Solutions, LLC. You can expect a written response within 7 working days of receipt.

## **Patient Bill of Rights & Responsibilities**

We believe all beneficiaries receiving supplies from Arrow Health Solutions should be informed of their rights.

### **Therefore, You Are Entitled To:**

1. Receive reasonable coordination and continuity of supplies.
2. Receive a timely response from your Point of Care Specialist when home care supplies are needed or requested.
3. Be fully informed in advance about supplies to be provided and any modifications to the Plan of Supplies/Care.
4. Participate in the development and periodic revision of the Plan of Supplies/Care.
5. Informed consent and refusal of supplies after the consequences of refusing supplies are fully presented.
6. Be informed in advance of the charges.
7. Have one's person treated with respect, consideration, and recognition of patient dignity and individuality.
8. Voice grievances or complaints of staff or supplies without restraint, interference, coercion, discrimination, or reprisal.
9. Confidentiality and privacy of all information contained in the patient record and of Protected Health Information.
10. Receive appropriate supplies in accordance with physician orders.
11. Be informed of any financial benefits when referred to an organization.
12. Be fully informed of one's responsibilities.
13. Be informed of provider supply limitations.
14. Be informed of anticipated outcomes of supplies and of any barriers in outcome achievement.

### **Beneficiary Responsibilities**

1. Beneficiary agrees to use the equipment for the purposes so indicated and in compliance with the physician's prescription.
2. Beneficiary agrees to notify their Point of Care Specialist of any hospitalization; change in beneficiary insurance, change of placement, address, telephone number, or physician; or when the medical need for supplies no longer exists.
3. Beneficiary agrees to request payment of authorized Medicaid or other private insurance benefits be paid directly to Arrow Health Solutions for any services furnished by Arrow Health Solutions.
4. Beneficiary agrees Arrow Health Solutions shall not be responsible to the beneficiary for any personal injury related to any equipment, including that caused by use, improper functioning of the equipment, or any criminal act or activity, war, riot, insurrection, fire, or act of God.
5. Beneficiary understands Arrow Health Solutions retains the right to refuse delivery of service to any patient at any time.
6. Beneficiary agrees any legal fees resulting from a disagreement between the parties shall be borne by the unsuccessful party in any legal action taken.

When the beneficiary is unable to make medical or other decisions, the family should be consulted for direction.

**The beneficiary will also receive a copy of the CMS Medicare DMEPOS Supplier Standards and the Health Insurance and Portability and Accountability Act of 1996 ("HIPAA") Notice of Privacy Practices.**

## CMS Medicare DMEPOS Supplier Standards

**Below is an abbreviated version of the supplier standards every Medicare DMEPOS supplier must meet in order to obtain and retain billing privileges. These standards, in their entirety, are listed in 42 C.F.R. 424.57(c) and are effective December 11, 2000. A Supplier must disclose these standards to all patients who are Medicare beneficiaries (standard 16).**

1. A supplier must be in compliance with all applicable Federal and State licensure and regulatory requirements and cannot contract with an individual or entity to provide licensed services.
2. A supplier must provide complete and accurate information on the DMEPOS supplier application. Any changes to this information must be reported to the National Supplier Clearinghouse within 30 days.
3. An authorized individual (one whose signature is binding) must sign the application for billing privileges.
4. A supplier must fill orders from its own inventory or must contract with other companies for the purchase of items necessary to fill the order. A supplier may not contract with any entity currently excluded from the Medicare program, any state healthcare programs, or from any other federal procurement or non-procurement programs.
5. A supplier must advise beneficiaries 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, honor all warranties under applicable state law, and repair or replace free of charge Medicare-covered items under warranty.
7. A supplier must maintain a physical facility on an appropriate site. This standard requires that the location is accessible to the public and staffed during posted hours of business. The location must be at least 200 square feet and contain space for storing records.
8. A supplier must permit CMS or its agents to conduct on-site inspections to ascertain the supplier's compliance with these standards. The supplier location must be accessible to beneficiaries during reasonable business hours and must maintain a visible sign and posted hours of operations.
9. A supplier must maintain a primary business telephone listed under the name of the business in a local directory or a toll-free number available through directory assistance. The exclusive use of a beeper, answering machine, answering service, or cell phone during posted business hours is prohibited.
10. A supplier must have comprehensive liability insurance in the amount of at least \$300,000 that covers both the supplier's place of business and all customers and employees of the supplier. If the supplier manufactures its own items, this insurance must also cover product liability and completed operations.
11. A supplier must agree not to initiate telephone contact with beneficiaries, with a few exceptions allowed. This standard prohibits suppliers from contacting a Medicare beneficiary based on a physician's oral order unless an exception applies.
12. A supplier is responsible for delivery and must instruct beneficiaries on use of Medicare-covered items and maintain proof of delivery.
13. A supplier must answer questions and respond to complaints of beneficiaries, and maintain documentation of such contacts.
14. A supplier must maintain and replace at no charge or repair directly, or through a service contract with another company, Medicare-covered items it has rented to beneficiaries.
15. A supplier must accept returns of substandard (less than full quality for the particular item) or unsuitable items (inappropriate for the beneficiary at the time it was fitted and rented or sold) from beneficiaries.
16. A supplier must disclose these supplier standards to each beneficiary to whom it supplies a Medicare-covered item.

17. A supplier must disclose to the government any person having ownership, financial, or control interest in the supplier.
18. A supplier must not convey or reassign a supplier number (i.e., the supplier may not sell or allow another entity to use its Medicare billing number).
19. A supplier must have a complaint resolution protocol established to address beneficiary complaints that relate to these standards. A record of these complaints must be maintained at the physical facility.
20. Complaint records must include: the name, address, telephone number, and health insurance claim number of the beneficiary; a summary of the complaint and any actions taken to resolve it.
21. A supplier must agree to furnish CMS any information required by the Medicare statute and implementing regulations.
22. A supplier must be accredited by a CMS-approved accreditation organization in order to receive and retain a supplier billing number. The accreditation must indicate the specific products and services for which the supplier is accredited in order for the supplier to receive payment of those specific products and services (except for certain exempt pharmaceuticals). Implementation Date – October 1, 2009.
23. A supplier 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. A supplier 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(c). Implementation date – May 4, 2009.
27. A supplier must obtain oxygen from a state-licensed oxygen supplier.
28. A supplier must maintain ordering and referring documentation consistent with provisions found in 42 CFR 424.516(f).
29. DMEPOS suppliers are prohibited from sharing a practice location with certain other Medicare providers and suppliers.
30. DMEPOS supplier must remain open to the public for a minimum of 30 hours per week with certain exceptions.

## Notice of Privacy Practices

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

As part of the federal Health Insurance Portability and Accountability Act of 1996, known as HIPAA, the Facility has created this Notice of Privacy Practices (Notice). This Notice describes the Facility's privacy practices and the rights you, the individual, have as they relate to the privacy of your Protected Health Information (PHI). Your PHI is information about you, or that could be used to identify you, as it relates to your past and present physical and mental healthcare services. The HIPAA regulations require the Facility protect the privacy of your PHI the Facility has received or created.

This Facility will abide by the terms presented within this Notice. For any uses or disclosures not listed below (including marketing and selling of PHI), the Facility will obtain a written authorization from you for that use or disclosure, which you will have the right to revoke at any time, as explained in more detail below. **The Facility reserves the right to change the Facility's privacy practices and this Notice.**

### **How the Facility may use and disclose your PHI**

The following is an accounting of the ways the Facility is permitted, by law, to use and disclose your PHI.

**Uses and disclosures of PHI for treatment:** We will use the PHI we receive from you to fill your prescription and coordinate or manage your health care.

**Uses and disclosures of PHI for payment:** The Facility will disclose your PHI to obtain payment or reimbursement from insurers for your healthcare services.

**Uses and disclosures of PHI for health care operations:** The Facility may use the minimum necessary amount of your PHI to conduct quality assessments, improvement activities, and evaluate the Facility workforce.

*The following is an accounting of additional ways in which the Facility is permitted or required to use or disclose PHI about you without your written authorization.*

**Uses and disclosures as required by law:** The Facility is required to use or disclose PHI about you as required and as limited by law.

**Uses and disclosures for public health activities:** The Facility may use or disclose PHI about you to a public health authority authorized by law to collect for the purpose of preventing or controlling disease, injury, or disability. This includes the FDA so that it may monitor any adverse effects of drugs, foods, nutritional supplements, and other products as required by law.

**Uses and disclosure about victims of abuse, neglect, or domestic violence:** The Facility may use or disclose PHI about you to a government authority if it is reasonably believed you are a victim of abuse, neglect, or domestic violence.

**Disclosure to individuals involved in your care:** The Facility may disclose PHI about you to individuals involved in your care.

**Disclosures for judicial and administrative proceedings:** The Facility may disclose PHI about you in the course of any judicial or administrative proceedings, provided proper documentation is presented to the Facility.

**Disclosures for law enforcement purposes:** The Facility may disclose PHI about you to law enforcement officials for authorized purposes as required by law or in response to a court order or subpoena.

**Uses and disclosures about the deceased:** The Facility may disclose PHI about a deceased, or prior to, and in reasonable anticipation of an individual's death, to coroners, medical examiners, and funeral directors.

**Uses and disclosures for cadaveric organ, eye, or tissue donation purposes:** The Facility may use and disclose PHI for the purpose of procurement, banking, or transplantation of cadaveric organs, eye, or tissues for donation purposes.

**Uses and disclosures for research purposes:** The Facility may use and disclose PHI about you for research purposes with a valid waiver of authorization approved by an institutional review board or a privacy board. Otherwise, the Facility will request a signed authorization by the individual for all other research purposes.

**Uses and disclosures to avert a serious threat to health or safety:** The Facility may use or disclose PHI about you, if it believed in good faith, and is consistent with any applicable law and standards of ethical conduct, to avert a serious threat to health or safety.

**Uses and disclosures for specialized government functions:** The Facility may use or disclose PHI about you for specialized government functions including: military and veteran's activities, national security and intelligence, protective services, department of state functions, and correctional institutions and law enforcement custodial situations.

**Disclosure for workers' compensation:** The Facility may disclose PHI about you as authorized by and to the extent necessary to comply with workers' compensation laws or programs established by law.

**Disclosures for disaster relief purposes:** The Facility may disclose PHI about you as authorized by law to a public or private entity to assist in disaster relief efforts and for family and personal representative notification.

**Disclosures to business associates:** The Facility may disclose PHI about you to the Facility's business associates for services they may provide to or for the Facility to assist the Facility to provide quality health care. To ensure the privacy of your PHI, we require all business associates to apply appropriate safeguards to and PHI they receive or create.

## **Other uses and disclosures**

The Facility may contact you for the following purposes:

**Information about treatment alternatives:** The Facility may contact you to notify you of alternative treatments/products.



**Health-related benefits or services:** The Facility may use your PHI to notify you of benefits and services the Facility provides.

**Fundraising:** If the Facility participates in a fundraising activity, the Facility may use demographic PHI to send you a fundraising packet, or the Facility may disclose demographic PHI about you to its business associate or an institutionally-related foundation to send you a fundraising packet. No further disclosure will be allowed by the business associates or an institutionally-related foundation without your written authorization. You will be provided with an opportunity to opt out of all future fundraising activities.

### **For all other uses and disclosures**

The following are a list of your rights in respect to your PHI. Please contact Arrow Health Solutions for more information about the below.

**Request restrictions on certain uses and disclosures of your PHI:** You have the right to request additional restrictions of the Facility's uses and disclosures of your PHI. The Facility is not required to accommodate a request, except that the Facility is required to agree to a request to restrict disclosures to health insurance plans related to products and services you pay out-of-pocket for.

**The right to have your PHI communicated to you by alternative means or locations:** You have the right to request the Facility communicate confidentially with you using an address or phone number other than your residence. However, state and federal laws require the Facility to have an accurate address and home phone number in case of emergencies. The Facility will consider all reasonable requests.

**The right to inspect/obtain a copy of your PHI:** You have the right to request access to or obtain a copy of your PHI contained in the Facility for the duration the Facility maintains PHI about you. There may be a reasonable cost-based charge for photocopying documents. You will be notified in advance of incurring such charges, if any.

**The right to amend your PHI:** You have the right to request an amendment of the PHI the Facility maintains about you, if you feel the PHI the Facility has maintained about you is incorrect or otherwise incomplete. Under certain circumstances, we may deny your request for amendment. If we do deny the request, you will have the right to have the denial reviewed by someone we designate who was not involved in the initial review. You may also ask the Secretary, United States Department of Health and Human Services ("HHS"), or their appropriate designee, to review such a denial.

**The right to receive an accounting of disclosures of your PHI:** You have the right to receive an accounting of certain disclosures of your PHI made by the Facility.

**The right to receive additional copies of the Facility's Notice of Privacy Practices:** You have the right to receive additional paper copies of this Notice, upon request, even if you initially agreed to receive the Notice electronically.

**Notification of Breaches:** You will be notified of any breaches that have compromised the privacy of your PHI.

## **Revisions to the Notice of Privacy Practices**

The Facility reserves the right to change/revise this Notice and make the new revised version applicable to all PHI received prior to its effective date. The Facility will also post the revised version of the Notice in the Facility

## **Complaints**

If you believe your privacy rights have been violated, you may file a complaint with the Facility/to the Secretary of HHS, or his designee. If you wish to file a complaint with the Facility, please contact Arrow Health Solutions. If you wish to file a complaint with the Secretary, please write to:

<http://www.hhs.gov/ocr/office/about/rgn-hqaddresses.html>

*The Facility will not take any adverse action against you as a result of your filing of a complaint.*

## **Contact information**

If you have any questions on the Facility's privacy practices or for clarification on anything contained within the Notice, please contact:

Phone numbers:

(346) 328-4800

(866) 328-4800

Fax:

(888) 584-8160

Arrow Health Solutions

2929 FM 2920 Rd.

Spring, TX 77388

## Emergency Preparedness Recommendations

An emergency is any unplanned event that may cause harm or significant damage to persons or property. Emergencies can have numerous consequences for employees, suppliers, members, and the general public, resulting in degraded service for a period of time or temporarily shutting down facilities for recovery and repair. As Arrow Health Solutions's members reside across the state, the list of events that could impact our members, supplies, and staff is extensive. These include, but are not limited to:

- Tropical weather along the Gulf Coast
- Tornado threats in the Panhandle
- Wildfires in West Texas
- Severe weather and flooding
- Civil emergency requiring evacuation or ability to shelter-in-place

Arrow Health Solutions recommends the following resources to assist in members' preparedness during an emergency:

- **Special Needs Emergency Evacuation Registry – 211**  
Assistance is available for those who:
  - Have a disability or special health care need and require assistance to evacuate;
  - Cannot drive and cannot arrange for transportation;
  - Do not drive a vehicle and have no one else to ask for assistance; or
  - Want to register but are unsure if they live in an evacuation zone.
- **Register with your local power company as a home with a resident with special medical needs** <https://www.opuc.texas.gov/customerprotection.html>
- **Preparedness Information for Individuals with Special Medical Needs**  
<http://www.togetheragainsttheweather.com/materialsForDownload.shtml>  
If you stay informed, you'll know when disasters are going to strike. Be sure to keep up with information from your local government leaders and media. Many jurisdictions offer text message or email notifications. Don't just rely on one source — stay informed by using multiple sources of information.
- **Develop a resource stockpile (Disaster Kit) for 7 days of care for each resident**  
The basics include enough food and water to last 5 to 7 days. Then, start thinking about other needs. Make a list of the things you use every day. Don't worry about buying everything at once. Instead, pick up a couple extras of a few items each time you go to the store.