



**Welcome to CareLinc.** At CareLinc we provide a full range of home care products and support services for our customers / customers based on their individual needs. We strive to conduct our customer care operations with the strictest of standards as is required of a nationally accredited, premier provider of regional home care services.

CareLinc considers itself a benchmark in the home care industry and is pro-active in the development and implementation of services to meet the challenges of a changing health care environment.

In addition to our commitment of providing the most superb home care services available, CareLinc is an industry leader in staff professional development.

At CareLinc we recognize that the customers come first and their needs are the most important thing we have to respond to. We encourage an effective communication network with referring physicians and ancillary health care support staff to enhance customer care.

Our focus is on being a service-oriented organization, striving to do everything possible to help our customers, as opposed to having product oriented focus, which leans to market development for specific products with little emphasis on service. To focus on the nature of our home care services as a complete customer home care device, not merely a product distribution service, an optimum therapy outcome is our goal.

A significant emphasis of CareLinc is the importance of maintaining a staff of skilled, properly trained personnel, available for the provision of home care services. This emphasis is reflected in our commitment to participation in professional organizations as a reflection of our commitment to our professions and our collective support of their principles as employed in our communities.

CareLinc believes that all customers in its care deserve to be informed of their rights and responsibilities while being served in the home care setting. All customers deserve to have eligibility requirements verified. Charges and/or customer responsibilities for service/care will be provided before or on the date of service, or are available upon request. . Once admitted to care or services, your rights and responsibilities as listed herein are fully documented by CareLinc policies and procedures.



## Bill of Rights and Responsibilities

You have the right...

- To be treated with dignity, courtesy, and respect for customer rights in the provision of care of service, regardless of age, race, color, natural origin, nationality, creed, sex, sexual orientation, diagnosis/infectious disease, marital status, ability to pay, height, DNR status and weight or handicap disability and without discrimination in accordance with physician orders, or to be informed of anticipated outcomes of service/care limitations.
- To be provided care and service in a timely manner, receive a timely response from a CareLinc representative when assistance is needed and have available a 24-hour emergency call number for assistance by qualified personnel.
- To be involved in care or service and to be informed of modifications to the service/care plan.
- To make informed decisions regarding care or service, to participate in the development of the plan of service/care .
- To be involved in resolving conflicts about care or service, and the right to informed consent and refusal for service / care after the consequences are presented.
- To formulate advanced directives.
- To be involved in decisions to withhold resuscitation.
- To be involved in decisions to forgo or withdraw life-sustaining care.
- To choose whether or not to participate in research, investigational or experimental studies or clinical trials.
- To have complaints/grievances heard, reviewed, and if possible, resolved.
- To confidentiality.
- To have communication needs met.
- To privacy and security.
- To have property respected.
- To have effective pain management care.
- To participate in a prompt and orderly transfer to another organization or level of care or service.
- To expect CareLinc to address ethical issues associated with any care or services.
- To expect CareLinc to address ethical issues in marketing, admission, transfer, discharge, and billing practices.
- To expect CareLinc to address ethical issues in the relationship of the organization, its staff, and it's governing body with other health care providers, educational institutions, and payers.
- To be informed of financial benefit, if any, to the referring organization when the customer is referred to another organization, service, or individual.
- To be informed in advance of charges including payment for service/care expected from third parties and any charges the customer will be responsible for.
- To be able to identify visiting staff members through proper identification.
- To recommend changes in policy, staff or service/care without restraint, interference, coercion, discrimination or reprisal.
- To choose health care provider.
- To be informed of anticipated outcomes of service/care and of any barriers in outcome achievement for clinical respiratory clients.
- To be advised of policies and procedures regarding the disclosure of clinical records.

## **Bill of Rights and Responsibilities**

You are responsible for...

- Notifying CareLinc when you will not be available for scheduled services / visits.
- Notifying CareLinc if extra equipment and / or supplies will be needed.
- Participation as agreed in the plan of care and treatment.
- Notifying CareLinc of changes of address.
- Notifying CareLinc in any change in condition, physician orders, physician, or insurance coverage.
- Notifying CareLinc of needed medical equipment repair.
- Notifying CareLinc when service or equipment is no longer needed so that pick-up of equipment can be arranged.
- Notifying CareLinc of any undue incident involving staff or equipment.
- Proper care and maintenance of rental equipment and returning rental equipment in good working condition.
- Payment for any services / equipment not covered by insurance.



## MEDICARE DMEPOS SUPPLIER STANDARDS

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

**Medicare Capped Rental and Inexpensive or Routinely  
Purchased Items Notification for  
Services on or after January 1, 2006**

I received instructions and understand that Medicare defines the equipment that I received as being either a capped rental or an inexpensive or routinely purchased item. (*Oxygen is excluded from these categories*)

- **FOR CAPPED RENTAL ITEMS:**

Medicare will pay a monthly rental fee for a period not to exceed 13 months, after which ownership of the equipment is transferred to the Medicare beneficiary.

After ownership of the equipment is transferred to the Medicare beneficiary, it is the beneficiary's responsibility to arrange for any required equipment service or repair.

Examples of this type of equipment include:

Hospital beds, wheelchairs, alternating pressure pads, air-fluidized beds, nebulizers suction pumps, continuous airway pressure (CPAP) devices, customer lifts, and trapeze bars.

- **FOR INEXPENSIVE OR ROUTINELY PURCHASED ITEMS:**

Equipment in this category can be purchased or rented; however, the total amount paid for monthly rentals cannot exceed the fee schedule purchase amount.

Examples of this type of equipment include:

Canes, walkers, crutches, commode chairs, low pressure and positioning equalization pads, home blood glucose monitors, seat lift mechanisms, pneumatic compressors (lymphedema pumps), bed side rails, and traction equipment.

## Business Operations

Our offices are located at:

- 705 Oak Street, Building #1 / Ste # 2, **Big Rapids**, MI 49307, and is open for business Monday through Friday 8:00 AM - 5:00 PM. You may initiate the On-call / Emergency services by calling (800) 360-7014.
- 205 Bell Ave, **Cadillac**, MI 49601, and is open for business Monday - Friday 8:00 AM - 5:00 PM. You may initiate the On-call / Emergency services by calling (800) 591-5785.
- 407 E. Chicago St., **Coldwater**, MI 49036, and is open for business Monday - Friday 8:00 AM - 5:00 PM. You may initiate On-call / Emergency services by calling (800) 752-9571.
- 89 54<sup>th</sup> St SW, **Grand Rapids**, MI 49548, and is open for business Monday - Thursday from 8:00 AM - 7:00 PM, Friday 8:00AM – 5:00pm and Saturday 8:00AM-12:00 Noon. You may initiate On-call / Emergency services by calling (888) 810-5462.
- 1071 S. Beacon Blvd., **Grand Haven**, MI 49417 and is open for business Monday - Friday 8:00 AM - 5:00 PM. You may initiate On-call / Emergency services by calling (888) 3798315.
- 3125 28<sup>th</sup> St SW, PO Box 69, **Grandville**, MI 49418, and is open for business Monday - Friday from 8:00 AM - 5:00 PM. You may initiate On-call / Emergency services by calling (888) 810-5462.
- 919 W. Washington, **Greenville**, MI 48838, and is open for business Monday - Friday 8:00 AM - 5:00 PM. You may initiate On-call / Emergency services by calling (800) 454-3497.
- 1605 Haslett Rd, **Haslett**, MI 48840, and is open for business Monday - Friday 8:00 AM - 5:00 PM. You may initiate On-call / Emergency services by calling (800) 331-1730
- 725 W. State St, **Hastings**, MI 49058, and is open for business Monday - Friday 8:00 AM - 5:00 PM. You may initiate On-call / Emergency services by calling (800) 298-3300.
- 3228 W. Carleton, **Hillsdale**, MI 49242, and is open for business Monday - Friday 8:00 AM - 5:00 PM. You may initiate On-call / Emergency services by calling (800) 752-3083.
- 693 E. Lakewood Blvd., **Holland**, MI 49424, and is open for business Monday - Friday 8:00 AM - 5:00 PM. You may initiate the On-call / Emergency services by calling (877) 269-6998.
- 606 E. Michigan Ave, **Jackson**, MI 49201, and is open for business Monday - Friday 8:00 AM - 5:00 PM. You may initiate the On-call / Emergency services by calling (866) 333-0880.
- 7017 South Westnedge Ave, **Kalamazoo**, MI 49002, and is open for business Monday - Friday 8:00 AM - 5:00 PM. You may initiate On-call / Emergency services by calling (800) 236-9528.
- 5750 W. US – 10, **Ludington**, MI 49431, and is open for business Monday - Friday 8:00 AM - 5:00 PM. You may initiate the On-call / Emergency services by calling (800) 280-8889.
- 84 Division St, **Manistee**, MI 49660, and is open for business Monday - Friday 8:00 AM - 5:00 PM. You may initiate On-call / Emergency services by calling (800) 747-6598.
- 124 W. Upton, **Reed City**, MI 49677, and is open for business Monday - Friday 8:00 AM - 5:00 PM. You may initiate On-call / Emergency services by calling (888) 698-5462.
- 2800 East Holland Ave, **Saginaw**, MI 48601, and is open for business Monday – Friday 9:00 AM - 3:00 PM. You may initiate On-call / Emergency services by calling (888)379-8339.
- 1511 E. Chicago Rd, **Sturgis**, MI 49091, and is open for business Monday - Friday 8:00 AM - 5:00 PM. You may initiate On-call / Emergency services by calling (800) 829-2976.
- 218 Enterprise Dr., **Three Rivers**, MI 49093, and is open for business Monday - Friday 8:00 AM - 5:00 PM. You may initiate On-call / Emergency services by calling (800) 460-9580.
- 109 A Plaza East Dr, **West Branch**, MI 48661, and is open for business Monday - Friday 8:00 AM - 5:00 PM. You may initiate On-call / Emergency services by calling (800) 521-1150.

## **After Hours / Emergency Service**

CareLinc ensures arrangements for backup equipment, maintenance, and/or replacement when rental equipment malfunction occurs. It does so by providing: access to emergency services 24 hours a day, 7 days a week. Rental medical equipment maintenance or replacement within 2 hours of a call when no backup medical equipment has been placed in the customer's residence.

Emergency service is defined as: for when equipment malfunction or its effectiveness to treatment is in question. Customer health emergencies must be directed immediately to 911 service or their primary care physician.

CareLinc makes alternative arrangements to ensure a response within 2 hours when the customer's location is too far to permit its own response within that time frame, for all customers with oxygen concentrators, a backup supply of oxygen is given to ensure no interruption in the prescribed oxygen use.

CareLinc considers its maximum response time when evaluating the required amount of backup oxygen. For all customers with medical equipment providing ventilator support (those dependent on this support), a backup system is provided. CareLinc will ensure the backup system provides continuing equipment function for a minimum of three times the normal response time at the prescribed rate, frequency, and duration.

## **Emergency Preparedness**

CareLinc has an emergency-preparedness plan to provide continuing care or services in the event of an emergency that interrupts customer care or services and encourages you to do the same.

Your emergency-preparedness planning should include:

- having someone designated to check on you if an emergency situation occurs;
- determine a primary evacuation route and alternatives;
- arrange for a friend or relative in another town to be a communications contact for the extended family;
- make a habit of tuning in to daily weather forecasts and be aware of changing conditions;
- find out where the main utility switches are and assign someone to turn them off in an emergency or disaster;
- have a flashlight nearby and extra batteries for power outages;
- keep extra blankets on hand if the heat goes off; try to keep a back-up supply of medications on hand and rotate them so they don't expire;
- if you have oxygen or other medical equipment, be sure you have a back-up source in case of a disaster;
- always keep a list of emergency phone numbers available, including your medical equipment supplier.

## **Customer Confidentiality**

It is the policy of CareLinc to maintain customer information with regards to the strictest of confidentiality. At no time will confidential information be released without prior written consent of the customer or legal guardian.



## **Complaint Policy**

CareLinc promotes open communication between customers and staff. Customers are free to voice their complaint regarding policies, care, or services and recommend changes without coercion, discrimination, reprisal, or unreasonable interruption of care or services. CareLinc receives, investigates, and responds to all complaints and recommendations received from customers. To assist in accommodating feedback needs of our customers a feedback form is located on the last page of this information booklet.

You may also voice concerns to the Accreditation Commission for Healthcare at (919) 785-1214, The Michigan Dept of Licensing and Regulatory Affairs Board of Pharmacy at (517) 335-0918 from 8-5:00pm Monday - Friday, and/or Medicare at (800) 633-4227.

## **Infection Control in the Home**

### **General Information:**

Contact with infected body fluids, such as blood, urine, feces, mucus, or the droplets that are sprayed into the air when a person coughs or sneezes can spread illness from one person to another.

Sometimes infections are spread through items that have been contaminated by drainage from the infected sores, or discharges from the nose, mouth, or eyes.

Controlling the spread of infections means interrupting the way illness can travel from one person to another. Maintaining a clean environment helps to keep infections under control. Also maintaining personal hygiene is very important. Good hand washing is the single most important way to control infections.

### **Maintaining Personal Hygiene:**

- Wash or bathe everyday.
- Wash your hair at least once per week.
- Brush your teeth and rinse your mouth after every meal and at bedtime.
- Keep your nails trimmed and clean.
- Wear clean clothes and underwear.
- Change dirty clothes and bed linens as soon as you notice soiling.

### **Wash Your Hands Frequently:**

- Before preparing, eating and serving food.
- After using the toilet, contact with body fluids, or outside activities.

### **Wash Your Hands Thoroughly:**

- Wet your hands with plenty of soap and water.
- Work up lather in your hands and wrists.
- Briskly rub your hands together.
- Clean under your nails.
- Rinse your hands thoroughly.
- Dry your hands thoroughly.

### **Keep Your Home Clean:**

- Avoid clutter.
- Keep your kitchen clean.
- Mop your kitchen weekly and when spills occur.
- Add a teaspoon of vinegar to each quart of water or saline used for respiratory equipment humidifiers and dehumidifiers.
- Wear gloves when cleaning bird cages, litter boxes, and aquariums.

### **Deliveries and Services**

#### **Deliveries:**

Deliveries are provided free of charge. It is preferable that routine and repeat orders be called in 24 hours in advanced but at least before 11:00 PM for the same delivery day.

#### **Rental Equipment:**

Customers are responsible for routine maintenance and cleaning of rented equipment according to the instructions provided by the initial set-up. Service, parts, and labor are provided free of charge on rental equipment (except in the case of misuse, abuse or accidental damage). If the rental equipment has been damaged through misuse, abuse or an accident, the maintenance and repair costs become the customer/client responsibility.

#### **Purchased Equipment:**

New equipment is subject to the **manufacturer's warranty**. Refer to the **warranty information** provided with the item at the time of purchase. Used equipment purchased from CareLinc has a 90-day warranty on parts and labor. This only applies to "normal use" and does not cover any damage caused as a result of improper use, abuse, modification, alteration of the product and/or damage or contamination due to cigarette, pipe, cigar or other smoke.

#### **Service and Repair:**

Service and repair on equipment purchased from CareLinc will be subject to **current labor charges** unless covered by the manufacturer's warranty (labor is always the customers responsibility, parts could be under warranty). The customer will be informed of their responsibilities regarding the ongoing care and service of the equipment and will be provided with maintenance instructions and how to obtain any necessary services. All service and repair must be scheduled by calling our office during regular business hours.

#### **Billing and Payment Policies**

CareLinc will accept assignment of benefits for most primary insurance carriers, on behalf of customers for services provided. All Medicare Part "B" claims are electronically submitted for processing. Once Medicare "B" has paid their portion of a claim, CareLinc will bill supplemental insurances and the customer for any unpaid portion. Third party billing is not an obligation of CareLinc but rather a service offered to our clients provided we receive all necessary approval signatures when the service begins.

**Medicare:**

CareLinc will accept Medicare Part “B” assignment, billing Medicare directly for 80% of allowable and billing the beneficiary/third party for 20% co-pay and associated deductibles.

**Medicaid:**

CareLinc may provide equipment to Medicaid recipients upon verification and approval of coverage status and medical justification. Presentation of your State Beneficiaries Identification Card and personal ID will be required.

**Private Insurance:**

CareLinc may bill private carriers upon verification and approval of coverage status and medical and justification. The customer/client is responsible for providing all necessary insurance information. Presentation of your insurance card and personal identification are required when billing private insurance carriers.

**Managed Care:**

CareLinc will, upon approval and authorization from the managed care provider, accept assignment of managed care claims for processing once all appropriate identification has been established.

**Waiver of Deductible and Coinsurance:**

The deductible will not be waived under any circumstance. A small payment each month will suffice if full payment cannot be made.

The coinsurance may be waived only on rental items if the customer has been billed more than three times, and can document that they are still in need of the equipment and cannot financially afford to pay for their share of the rental. A letter substantiating that the customer is unable to pay must be written and signed by the customer, and the customer must also understand that if at any time their ability to pay changes, they are obligated to fulfill their obligation.

**Reimbursement****Deductible:**

The Medicare Part “B” deductible is taken from claims in the order that Medicare processes them, not necessarily in service date order. The Medicare Part “B” deductible is satisfied by using Medicare’s allowed charges, which does not always equal the actual charges billed by the supplier. At the beginning of each year, you may be requested to pay CareLinc your Medicare deductible amount in advance. Our claims are filed the same day of each month as long as the equipment is in the home, and for this reason our bills enter Medicare’s system before the doctor’s office.

### **Customer Liability for Non-Covered Services:**

When assignment is accepted or not accepted on a claim, suppliers may bill beneficiaries for services that are denied as non-covered services. While assignment agreement prohibits suppliers from collecting more than Medicare's allowable charge for covered services, it does not prohibit billing for non-covered services. Billing for non-covered services applies to services that are never covered by Medicare such as services that are occasionally denied as "not medically reasonable and necessary".

When accepting assignment, before furnishing services, which a supplier believes, is excluded from coverage as not "reasonable and necessary" that supplier will inform the beneficiary of the non-covered services. For services rendered prior to receiving documentation to determine if services are excluded from coverage.

The supplier will then inform the customer of the charge for this item. It will be necessary to have a waiver for liability signed to protect the supplier against possible liability for the service under the waiver of liability provision.

### **Necessity and Reasonableness**

Although an item may be classified as Durable Medical Equipment, it may not be covered in every instance. The equipment must also be necessary and reasonable for treating the illness and injury, or must improve the functioning of a malformed body member in order to be considered covered. Payment of equipment that does not reasonably perform a therapeutic function for an individual cannot be authorized. Furthermore, when the type of equipment furnished substantially exceeds what is required for the treatment of the illness or injury involved, payment will be reduced to the least expensive equipment that will meet the customer's needs.

### **Signature Requirements**

The supplier may obtain from the customer and retain on a file a lifetime authorization for the submission of equipment rental and/or purchase claims in the customer's behalf. When a beneficiary's signature is required and he/she is unable to sign, we can accept the following:

- A claim signed and witnessed by another person.
- A claim signed by another person. The person signing must be POA of the customer's estate and should sign customer's name, his/her own name, address, relationship to the customer and state why the customer cannot sign for themselves.

### **Durable Medical Equipment**

In an attempt to provide greater efficiency in Medicare programs as they apply to Durable Medical Equipment, which includes Oxygen, Nebulizers and CPAP, BiPAP equipment, effective October 1, 1993, the Health Care Financing Administration (HCFA) awarded contracts to four health care carriers. These four carriers are referred to as Durable Medical Equipment Regional Carriers or DMERC'S.

Each DMERC covers a specific geographic region of the country. Payment for DME claims, under this regional carrier system, will only be made to you or to your supplier.

Remember these four DMERC'S process Medicare claims only for DME.

## Returns

Merchandise may be accepted for exchange or refund within 30 days of purchase when accompanied by sales receipt. To receive a refund item must be new and in the original packaging.

Oxygen contents, disposable supplies, used bath items **and** special orders **WILL NOT** be accepted for return, refund or credit.

Some items may be subject to a restocking fee (ex. Lift chairs / Scooters = 20% restocking fee).





### Customer Communication Log

At CareLinc we genuinely strive to provide the highest quality in available home care services for our customers and their families. That is why your concerns are our concerns.

To insure that our service meets your total satisfaction, we ask you to describe completely any problem or concerns you may have.

This completed form will be routed directly to the Branch Manager, who will promptly review their concern and will make verbal or written communications with you to assure you the problem has or is being corrected.

We appreciate your candid comments as well as your assistance in helping us to continually improve our service to our many valued customers.

Customer Name: \_\_\_\_\_ Ins #: \_\_\_\_\_

Customer Address: \_\_\_\_\_

Customer Telephone #: \_\_\_\_\_ Date of concern/complaint: \_\_\_\_\_

Description of concern/complaint: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Action taken to resolve the concern/complaint: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**\*attach above information to the Communication form (ADFM026) and follow the Corrective Action Policy (ADOP008) for completion.**





You can decide in advance what medical treatment you want to receive if you become physically or mentally unable to communicate your wishes.

### **Your Rights as a Customer**

As an adult in a hospital, skilled nursing facility, or other health care setting, you have the right to:

- Keep your personal and medical records private,
- Know what kind of medical treatment you will receive, and
- Tell people ahead of time what type of treatment you want, or don't want, in case you lose the ability to speak for yourself.

You can do this by preparing an **Advance Directive**.

### **What is an Advance Directive?**

Generally, an Advance Directive is a written document that tells people how to make your medical decisions when you can't make them yourself. An Advance Directive can also designate someone else to make medical decisions for you.

Two common **Advance Directives** are:

- a **Living Will**, and
- a **Durable Power of Attorney for Health Care**.

**A Living Will** is a written document that generally states the kind of medical care you want (**or do not want**) in case you become unable to make your own decisions. It's called a Living Will because it takes effect while you are still living. While most States have their own Living Will forms, you might also be able to write a personal statement of your preferences for treatment.

**A Durable Power of Attorney for Health Care** is a signed, dated, and witnessed paper that authorizes someone else to make your medical decisions if you are unable to make them for yourself. This can include instructions about any treatment that you want to avoid.

Which is better: A Living Will or a Durable Power of Attorney for Health Care?

**In some States, laws may make it better to have one, the other, or both. The decision is up to you. But remember a Living Will doesn't allow you to name someone to make your medical decisions, if that is what you want. Check with your attorney or you may want to consult the State Attorney General offices listed at the end of this article.**

Federal law requires hospitals, skilled nursing facilities, hospices, home health agencies and managed care plans to give their customers who are covered by Medicare or Medicaid information about Advanced Directives.

The law is intended to increase your control over medical treatment decisions; however, health care providers only have to provide information about the laws for the State in which they are located. **Laws governing Advanced Directives differ from State to State.** Also, the laws on honoring Advanced Directives from One State to another aren't clear. If you live in One State, but travel to other States frequently, you may want to consider having your Advanced Directives meet the laws of other States. A good source of information is the [Office of the State Attorney General](#).

Points to Consider:

- **You don't have to have an Advance Directive if you don't want one.**
- If you have an Advance Directive:
  - Tell your family. Make sure they know where it is located. Tell your lawyer. Tell your Doctor. Make sure the Advance Directive is part of your Medical records.
- If you have a Durable Power of Attorney, give a copy of the original to that person.
- Keep a small card in your purse or wallet that notifies Emergency Medical Services (EMS) providers of your wishes. (EMS generally refers to ambulance companies and paramedics).

**However, in an emergency situation, EMS staff doesn't have much time to look for or to evaluate different types of documentation. They may only acknowledge cards issued by the State's EMS Program, and only when your personal physician signs the cards.**

### **Canceling an Advance Directive**

You may change or cancel your Advance Directive at any time. Any change or cancellation should be written, signed, and dated. Give copies to your doctor and to anyone else to whom you may have given copies of the original. Some States allow you to change an Advance Directive by oral statement.

To check the laws that apply to your State, contact the organizations listed at the end of this article.

If you want to cancel an Advance Directive while you are in the hospital, notify your doctor, your family, and others who may need to know. Even without a change in writing, telling your doctor directly about your wishes generally will carry more weight than a Living Will or Durable Power of Attorney as long as you can decide and communicate for yourself.

### **For Additional Information:**

Preparing an Advance Directive lets your physician and other health care provider know the kind of medical care you want, or don't want, if you become incapacitated. It also relieves your family and friends of the responsibility of making decisions regarding life-prolonging actions.

If you need help in preparing an Advance Directive, or if you would like more information about them, you may want to contact a lawyer. You may also consult your State Attorney General's Office, the State Office on Aging, or an Insurance Counseling Program for Medicare beneficiaries.

Each State has its own laws and regulations regarding Advanced Directives.



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

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

CareLinc 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 CareLinc.

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.

CareLinc 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. CareLinc 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 CareLinc website at [www.carelinced.com](http://www.carelinced.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 CareLinc, 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 your care or the payment for such care.

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 CareLinc 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 CareLinc. 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, CareLinc, 89 54th St. SW, Grand Rapids, MI 49548. If you have questions and would like additional information, or would like to report a concern please contact CareLinc during normal business hours, at 616-249-2273. 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 of Health and Human Services. There will be no retaliation for filing a complaint.

**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 CareLinc 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** CareLinc may use and disclose PHI that has been "de-identified" by removing certain identifiers making it unlikely that you could be identified. CareLinc 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 CareLinc.

☒ **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, CareLinc 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**

CareLinc is required to provide customer 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.