



AS REQUIRED BY THE PRIVACY REGULATIONS PROMULGATED PURSUANT TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) 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.

WHAT IS THE NOTICE OF PRIVACY PRACTICES?

The Notice of Privacy Practices explains how your patient health information may be used or disclosed by us. In addition, it explains your rights with regard to your patient health information, as well as our legal responsibilities.

Classic Sleepcare, LLC. HAS A LEGAL DUTY TO SAFEGUARD YOUR PROTECTED HEALTH INFORMATION.

All employees and other personnel are legally required to and must abide by the policies set forth in this notice to protect the privacy of your health information.

The protected health information, or PHI hereafter, includes information that can be used to identify you. We collect or receive this information about your past, present or future health condition to provide health care to you, or to receive payment for this health care. We must provide you with this notice about our privacy practices that explain how, when, and why we use and disclose (release) your PHI. With some exceptions, we may not use or release any more of our PHI than is necessary to provide you with service(s). We must abide by the terms of the notice of privacy practices currently in effect.

We reserve the right to change the terms of this notice and our privacy policies at any time. Any changes to this notice will apply to the PHI already in existence. If we change this notice, we will post the new notice on our website and in our practice area(s). You can also request a copy of this notice from the contact person listed at the end this notice at anytime. The notice can also be downloaded from the "HIPAA Policy" page of our web site at www.classicsleepcare.com

WE MAY USE AND RELEASE YOUR PROTECTED HEALTH INFORMATION FOR ONE OF SEVERAL REASONS:

For some of these instances, we will need your verbal permission or a specific, signed authorization. Below, we describe the different categories of when we use and release your PHI, providing examples of each category to clarify instances in which we need your permission.

A. WE MAY USE, OR DISCLOSE YOUR PROTECTED HEALTH INFORMATION FOR TREATMENT, PAYMENT, OR HEALTH CARE OPERATIONS. YOUR CONSENT IS NOT REQUIRED FOR THESE PURPOSES.

1. For Treatment. We may release your PHI to physicians, nurses, medical students, and other health care personnel, agencies, and business associates who provide for or are involved in your health care. For example, on receipt of your prescription, in order to arrange for the setup of your CPAP. At such time we will release your PHI to a licensed respiratory therapist, (either a full-time or contracted employee) in order to coordinate your care.

2. To obtain payment for treatment. We may use and release your PHI in order to bill and/or collect payment for services provided to you. It is important that you provide us with correct and up to date PHI. For example, we may release portions of your PHI to our billing department as well as your health plan, to get paid for the health care services we provided to you. We may also release your PHI to our business associates, such as billing companies and claims processing companies.

3. To run our health care business. We may release your PHI in order to operate our facility in compliance with healthcare regulations. For example, we may release your PHI to a business associate to review the quality of our services and to evaluate the performance of our staff in caring for you.

B. WE DO NOT REQUIRE YOUR CONSENT TO USE OR RELEASE YOUR PHI:

1. When federal, state, or local law; judicial or administrative proceedings; specialized government function; or law enforcement agencies request your PHI. We release your PHI when law requires that we report information to government agencies and law enforcement personnel about victims of abuse, neglect, or domestic violence; for notification and identification purposes when a crime has occurred or in missing person cases; for specialized government functions such as in national security situations; when a crime has taken place on our premises; about victims of a crime (with their consent) or in an emergency situation(s); or when ordered in a judicial or administrative proceeding(s).

2. For public health activities. In order to avoid a serious threat to the health or safety of a person or the public, we may provide your demographic PHI to law enforcement personnel or person(s) with the authority to prevent or lessen such harm.

3. For worker's compensation purposes. We may release your PHI in order to comply with worker's compensation laws. If you do not want worker's compensation notified, alternate insurance or payment information must be supplied.

4. For appointment reminders and health related benefits and services. We may use your demographic PHI to contact you as a reminder that you have an appointment or to recommend possible treatment options or alternatives that may be of interest to you.

5. For health oversight activities. We may use PHI and may disclose PHI to a health oversight agency, for oversight activities authorized by law, including audits; civil, administrative, or criminal investigations; inspections; licensure or disciplinary actions; civil, administrative, or criminal proceedings or actions; or other activities necessary for oversight of the health care system, government benefit programs, or entities subject to government regulation or civil rights laws.

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6. For certain research purposes. We may use PHI and disclose your PHI for certain research purposes, in accordance with the law. As required by law, we may use or disclose your PHI when required by any other law not identified in the preceding categories.

C. YOU HAVE THE OPPORTUNITY TO AGREE TO OR OBJECT TO THE FOLLOWING:

Information shared with family, friends or others. We may release your PHI to a family member, friend, or other person that you indicate is involved in your care or payment for your health care, unless you object in whole or in part. Your choice to object may be made at any time.

D. YOUR PRIOR WRITTEN AUTHORIZATION IS REQUIRED FOR ANY USES AND DISCLOSURES OF YOUR PROTECTED HEALTH INFORMATION (PHI) NOT INCLUDED ABOVE.

We will ask for your written authorization before using or releasing any of your PHI except as previously stated. If you choose to sign an authorization to release your PHI, you may later cancel or place restrictions on that authorization in writing. This will stop or restrict any future release of your PHI for the purposes you previously authorized.

YOUR RIGHTS REGARDING YOUR PROTECTED HEALTH INFORMATION:

A. You Have the Right to Request Limits on How We Use and Release Your PHI.

If we accept your request, we will put any limits in writing and abide by them except in emergency situations. You may not limit PHI that we are legally required or allowed to release.

B. You Have the Right to Choose How We Communicate PHI to You. All of our communications to you are considered confidential. You have the right to ask that we send information to you to an alternative address (for example, sending information to your work address rather than your home address) or by alternative means (for example, encrypted E-mail instead of regular mail). If choosing E-mail, please note that while Classic SleepCare, LLC E-mail is encrypted, your personal E-mail may not be and therefore some risk may be involved in sending PHI in this manner. We must agree to your request so long as we can easily provide it in the format you requested. Any additional expenses will be passed onto you for payment.

C. You Have the Right to See and Get Copies of Your PHI.

You must make the request in writing. We will respond to you within 30 days after receiving your written request. In certain situations, we may deny your request. If we do, we will tell you, in writing, why we denied your request. You have the right to have the denial reviewed. We will choose another licensed healthcare professional to review your request and the denial. The person conducting the review will not be the person who denied your first request. You can request a summary or a copy of the entire medical record as long as you agree to the cost in advance. If your request to see the medical information is approved, we will arrange this in accordance with the established policy.

D. You Have the Right to Get a List of Instances of When and to Whom We Have Disclosed Your PHI.

This list will not include uses you have already authorized, or those for treatment, payment, or operations. This list will not include uses made for national security purposes, to corrections or law enforcement personnel, if you were in custody, or if the disclosures were made before April 14, 2003. We will respond within 60 days of receiving your request. The list we provide will include the last six years of activity unless you request a shorter time. The list will include dates when your PHI was released and why, with whom your PHI was released (including their address if known), and a description of the information released. The first list you request within a 12-month period will be free. You will be charged a reasonable fee for additional lists within that time frame.

E. You have the Right to Correct or Update Your PHI.

If you believe that there is a mistake in your PHI or that a piece of important information is missing, you have the right to request that we correct the existing information or add the missing information. We can do this for as long as the information is retained by our facility. You must provide the request and your reason for the request in writing. We will respond within 30 days of receiving your request. If we deny your request, our written denial will state our reasons and explain your right to file a written statement of disagreement. If you file a written statement of disagreement, you have the right to request that your statement, and our denial, be attached to all future uses or releases of your PHI. If we approve your request, we will make the change to your PHI, notify you of the change, and inform associates that need to know about the change or amendment to your PHI.

F. You have the Right to Get This Privacy Notice by E-mail.

Even if you have agreed to receive notice via E-mail, you also have the right to request a paper copy of this notice.

HOW TO VOICE YOUR CONCERNS ABOUT OUR PRIVACY PRACTICES:

If you think that we may have violated your privacy rights, or you disagree with a decision we made about access to your PHI, you may file a complaint with our company or with the Secretary of the Department of Health & Human Services. All complaints must be in writing. **You will not be penalized for filing a complaint.**

THE PERSON TO CONTACT FOR INFORMATION ABOUT THIS NOTICE, TO EXERCISE ANY OF YOUR RIGHTS CONTAINED IN THIS NOTICE OR TO VOICE YOUR CONCERNS ABOUT OUR PRIVACY PRACTICES IS:

The Privacy Officer
Classic SleepCare, LLC.
30851 Agoura Road, Ste 202
Agoura Hills CA 91301.

EFFECTIVE DATE OF THIS NOTICE

This notice is in effect as of March 1, 2012.

Each patient receiving service shall have the following rights and responsibilities:

1. The right to expect reasonable safety in delivery and setup of his/her CPAP/Bi-PAP machine.
2. The right to expect services prescribed by his/her physician will be delivered in a timely manner and if a referral to an alternative source is required, to be informed as soon as reasonably possible.
3. The right to participate in all decisions regarding care.
4. The right to be informed of his/her eligibility for insurance reimbursement and his/her financial responsibility in respect of goods and services provided.
5. The right to be informed of names, titles and qualifications of staff delivering service.
6. The right to be informed of community resources that are best suited to patient needs.
7. The right to be fully informed orally and in writing, prior to or at time of setup on PAP therapy ("setup"), the services and/or products and equipment available directly or by contract.
8. The right to be fully informed orally and in writing, prior to or at time of setup, any specific charges for service to be paid by him/her and if those charges are covered by insurance, third-party payment or public benefit programs.
9. The right to be fully informed orally and in writing, prior to or at time of setup, billing policies, payment procedures and any charges in the information provided related to the setup or supply order as they occur within 15 days from the date CSC is made aware of change.
10. The right to be fully informed orally and in writing, prior to or at time of setup, CSC's grievance procedures which includes contact names, phone numbers, hours of operation and how to communicate problems to the company.
11. The right to a written response from CSC regarding investigations and resolution of the grievance.
12. The right to be advised of the availability, purpose and appropriate use of State, Medicare and CSC hot lines.
13. The right to make informed decisions about care and treatment plans and to receive information in a way that is understandable.
14. The right to receive and access services consistently and in a timely manner in accordance with CSC's stated operational policy.
15. The right to receive disclosure information regarding any beneficial relationships CSC has that may result in profit for the referring physician.
16. The right to be referred to another provider organization if CSC is unable to meet his/her needs or if he/she is not satisfied with the care he/she is receiving.
17. The right to voice grievances about the equipment or services provided by CSC without reprisal for doing so.
18. The right to refuse any treatment or be involved in any experimental treatment.
19. The right to be free from any discrimination based on race, sex, color, religion, ancestry, national origin, sexual orientation, disability, medical condition, marital status or registered partner status.
20. The right to be free from mental abuse, physical abuse, neglect or exploitation of any kind.
21. The right to be treated with consideration, respect and full recognition of dignity of individuality, including privacy in treatment and in care of personal needs.

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22. The right to confidentiality of his/her protected health information including clinical records in accordance with local, state and federal law.
23. The right to be free from a requirement to purchase medical supplies or equipment from any particular source.
24. The right to information regarding CSC's liability insurance upon request.
25. The responsibility to comply with the physician's prescribed treatment.
26. The responsibility to make known whether he/she understands the products and services provided.
27. The responsibility to plan for any emergencies that may occur in the home.
28. The responsibility to respect the rights, professional integrity and dignity of those providing care.
29. The responsibility to notify CSC if he/she wishes to cancel any services.
30. The responsibility to notify CSC if unavailable for a scheduled visit.
31. The responsibility to notify CSC of any change in physician or insurance carrier.
32. The responsibility to contact CSC when equipment is not working properly.
33. The responsibility to properly store, clean and maintain equipment and supplies as recommended by the manufacturer and CSC.

I have read and understand the above Patient's Bill of Rights and Responsibilities. I acknowledge and understand that CSC may only deny my rights as a patient for good cause or as authorized by law, and that CSC will document the denial of such rights.

MEDICARE DMEPOS SUPPLIER STANDARDS

Note: This is an abbreviated version of the supplier standards every Medicare DMEPOS supplier must meet in order to obtain and retain their billing privileges. These standards, in their entirety, are listed in 42 C.F.R. 424.57(c).

1. A supplier must be in compliance with all applicable Federal and State licensure and regulatory requirements 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 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. 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 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, 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. 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).
- Implementation Date - October 1, 2009*
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.