

Notice of Privacy Practices

Effective September 30, 2026

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. Please keep this Notice for your records.

Our Duties

- We are required by law to maintain the privacy and security of your protected health information (PHI).
- We must provide you with this Notice of our legal duties and privacy practices and follow the terms of the Notice currently in effect.
- We will notify you promptly if a breach occurs that may have compromised the privacy or security of your PHI.
- We will not use or share your PHI other than as described in this Notice unless you give us written permission.

How We Use and Disclose Your PHI

Treatment. We may use and share your PHI to provide and coordinate your products and services. For example: (1) a request for a prescription will be sent to your prescribing physician as listed by you, or to the PT/OT/nurse/physician who referred you to Comfort Care Medical; (2) PHI may be released to the manufacturer of your medical products, limited to the PHI needed to make and ship your products — in some cases a manufacturer may require photos or additional history about a medical condition to manufacture a product; and (3) PHI may be disclosed to an independent contractor of Comfort Care Medical if measurements need to be taken, who is legally required to keep your information protected.

Payment. We may use and share your PHI to verify your Durable Medical Equipment (DME) benefits, obtain prior authorization, and bill and receive payment from Medicare, Medicaid, or your insurance company. For example, we send your insurer information about the item you received and the medical documentation that supports it.

Health Care Operations. We may use and share your PHI to run our business and improve our services. For example, we may review records for quality and compliance, train our staff, and share information with our accrediting organization and auditors.

Business Associates. We may share PHI with companies that perform services on our behalf, such as billing, software, document management, and secure messaging vendors. They are required by contract to protect your information.

Family and Others Involved in Your Care. Unless you object, we may share PHI with a family member, friend, or caregiver who is involved in your care or helps pay for it. If you are not able to agree or object, we will use our professional judgment to decide what is in your best interest.

Communications About Your Order. We may contact you about your order, delivery, replacements, and payment, as described in our Order Consent Form.

Other Uses and Disclosures Permitted or Required by Law

We may also use or share your PHI without your written authorization when permitted or required by law, including:

- When required by federal, state, or local law.
- For public health activities, such as reporting product problems or adverse events to the FDA, assisting with product recalls, and preventing or controlling disease.
- To report suspected abuse, neglect, or domestic violence to government authorities.
- For health oversight activities, such as audits, investigations, and inspections by Medicare, Medicaid, and other government agencies.
- In response to a court or administrative order, subpoena, or other lawful process in a lawsuit or legal proceeding.
- For law enforcement purposes, such as responding to a warrant or reporting certain crimes.

- To prevent or lessen a serious threat to the health or safety of you, another person, or the public.
- To coroners, medical examiners, funeral directors, and organ and tissue donation organizations.
- For research, when approved through a process that protects your privacy.
- For workers' compensation claims, and for specialized government functions such as military, national security, and protective services.

Where state law gives your information greater protection than federal law (for example, HIV/AIDS, mental health, substance use, or genetic information), we will follow the more protective state law.

Uses That Require Your Written Authorization

We will not use or disclose your PHI for marketing, sell your PHI, or use your PHI for fundraising without your specific written authorization. Any other use or disclosure not described in this Notice will be made only with your written authorization. You may revoke an authorization at any time in writing, except to the extent we have already acted in reliance on it.

Your Rights — You have the right to:

1. Receive a paper or electronic copy of this Notice at any time, even if you agreed to receive it electronically.
2. Inspect and obtain a paper or electronic copy of your PHI. We may charge a reasonable, cost-based fee. We will respond within 30 days.
3. Request corrections (amendments) to your health record if you believe it is incorrect or incomplete. We may deny your request, but we will tell you why in writing within 60 days.
4. Request restrictions on certain uses and disclosures of your PHI for treatment, payment, or health care operations. We are not required to agree to all requests, but we will accommodate reasonable requests when possible. **If you pay for an item or service out of pocket in full, you may ask us not to share information about it with your health plan, and we will agree unless a law requires us to share it.**
5. Request confidential communications (for example, ask us to contact you at a different phone number or address). We will accommodate reasonable requests.
6. Request an accounting of disclosures of your PHI made in the six years before your request (excluding disclosures for treatment, payment, health care operations, and certain other disclosures). One accounting per 12 months is free.
7. Choose someone to act for you, such as a legal guardian or a person with health care power of attorney.
8. File a complaint if you believe your privacy rights have been violated (see below). We will not retaliate against you for filing a complaint.

To exercise any of these rights, contact our Privacy Officer using the information below. Some requests must be made in writing.

Changes to this Notice

We reserve the right to change this Notice and make the new provisions effective for all PHI we maintain. If we make material changes, we will post the new Notice at our office and on our website at www.comfortcaremd.com, and provide you with a copy upon request.

Notice of Privacy Practices (continued)

Complaints

You may file a complaint with us by contacting our Privacy Officer. You may also file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, 200 Independence Avenue SW, Washington, DC 20201; by calling 1-877-696-6775; or online at www.hhs.gov/ocr/complaints.

Contact Information — Privacy Officer

For questions, to exercise your rights, or to file a complaint, contact: Comfort Care Medical Equipment, Attn: Privacy Officer, 1105 N Point Blvd Ste 311, Baltimore, MD 21224 | Toll-free: 1-888-358-1580 | Email: customerservice@comfortcaremd.com

Patient Rights & Responsibilities

Comfort Care Medical Equipment is accredited by the Board of Certification/Accreditation (BOC). As our patient, you have the following rights and responsibilities.

You have the right to:

- Be treated with courtesy, dignity, and respect, without discrimination based on race, color, national origin, religion, sex, age, or disability.
- Receive information about our products and services, including estimated charges and your expected financial responsibility, before your item is provided.
- Choose your DME supplier, and be informed of any supplier or product limitations under your insurance plan.
- Participate in decisions about your products, and refuse any product or service after being informed of the possible consequences.
- Receive instruction on the proper use, wear, and care of your products, and be informed of warranty coverage and our return and exchange policies.
- Privacy of your health information and access to your records, as described in the Notice of Privacy Practices above.
- Receive free language assistance or auxiliary aids if you need them to communicate with us.
- Voice complaints without fear of discrimination, reprisal, or interruption of service, and be told how your complaint was resolved.

You are responsible for:

- Providing complete and accurate information about your health, insurance, and contact details, and telling us promptly about changes, including new insurance, a new address, electing hospice, or admission to a hospital, nursing home, or other facility.
- Following your physician's or therapist's instructions and the wear and care instructions for your products.
- Signing required documents, including the Order Consent Form and Delivery Ticket (Proof of Delivery), in a timely manner.
- Paying amounts that are your financial responsibility under your insurance plan.
- Notifying us promptly of any problem with the fit, function, or quality of your products, and treating our staff with courtesy and respect.

Purchase Items: All items are provided on a purchase basis. We do not offer rental equipment.

Complaint & Grievance Process

For any question, concern, or complaint, contact **Comfort Care Medical Equipment, Attn: Compliance**, 1105 N Point Blvd Ste 311, Baltimore, MD 21224 | 1-888-358-1580 | customerservice@comfortcaremd.com. Within 5 calendar days of receiving your complaint, we will let you know it was received and is being investigated. Within 14 calendar days, we will send you written notice of the results. Every complaint is documented and kept on file. If your concern is not resolved to your satisfaction, you may also contact **BOC**, our accrediting organization, at 1-877-776-2200 (Monday–Friday, 8:00 AM–5:00 PM ET), or **Medicare** at 1-800-MEDICARE (1-800-633-4227), TTY 1-877-486-2048.

Medicare DMEPOS Supplier Standards

The products and/or services provided to you by Comfort Care Medical Equipment, LLC are subject to the supplier standards contained in the Federal regulations shown at 42 Code of Federal Regulations Section 424.57(c). These standards concern business professional and operational matters (e.g., honoring warranties and hours of operation). The full text of these standards can be obtained at <http://www.ecfr.gov>. Upon request we will furnish you a written copy of the standards.

Order Consent Form

Please read each section carefully. Your signature below confirms you have read, understood and agree to all six sections.

1 Insurance Coverage & Financial Obligation

As a courtesy to you, Comfort Care Medical verifies your insurance coverage before processing an order or submitting any claim; however, verifying coverage under your plan remains your responsibility, and we strongly encourage you to confirm your benefits. Any financial obligation will be clearly explained to you. Patients are responsible for all amounts deemed their responsibility by their insurance plan, including copays, deductibles, coinsurance, and non-covered services. Coinsurance and deductibles vary by policy, and we can only approximate the percentage covered by each plan. Payment of the estimated portion is due at the time of service, before Comfort Care processes the order. If we have overestimated your fees, the excess will be refunded to you within 30 days after your insurance processes the claim; if we have underestimated, we anticipate prompt payment of the balance. **Comfort Care Medical will not collect Medicare deductibles, coinsurance, or copays from patients enrolled in the Qualified Medicare Beneficiary (QMB) program, and will not bill Medicaid recipients for any amount that Medicaid rules prohibit us from collecting.** Comfort Care Medical will manage all appeals and denials on your behalf, allowing you to concentrate on your health and well-being. **Interest-free payment plans are available.**

2 Communication Consent

I authorize Comfort Care Medical to contact me by phone, voicemail, text message, or email regarding my orders, account, billing, documentation requests, insurance requirements, and related services, using contact information provided by me or supplied through my referring provider or healthcare facility. I understand that standard text messaging and unencrypted email may not be fully secure methods of communication, and by signing this consent I acknowledge and accept this risk. I may request encrypted email or phone-only contact at any time, and I may withdraw consent for text or email communication at any time by notifying Comfort Care Medical in writing. Revocation will not affect prior communications but may impact the timeliness of updates regarding my order or insurance processing.

3 Order Consent / Assignment of Benefits

I authorize Comfort Care Medical to fulfill the order of the device prescribed by my physician and to bill my insurance company, and I authorize my insurance company to release payment of all monies to Comfort Care Medical to satisfy the total billed amount for all services. **Medicare Assignment:** I request that payment of authorized Medicare benefits be made either to me or on my behalf to Comfort Care Medical Equipment for any items or services furnished to me by Comfort Care Medical. I authorize any holder of medical information about me to release to the Centers for Medicare & Medicaid Services (CMS) and its agents, and to any other insurer, any information needed to determine these benefits or the benefits payable for related services. This assignment and authorization remain in effect until I revoke them in writing. I agree to accept the item(s) when notified by Comfort Care Medical that the order has been fulfilled. I understand that Comfort Care Medical will verify insurance and request authorization from my insurance company as a courtesy; however, I acknowledge that insurance verification and authorization do not guarantee payment. In the event a claim is denied and any appeal is unsuccessful due to factors outside of Comfort Care Medical's control — including inaccurate or incomplete information provided by myself, failure to return a required Proof of Delivery (POD), or failure to disclose hospice care or residence in a nursing or institutional facility — I understand that I may be financially responsible for the cost of the garment, to the extent permitted by Medicare rules and my insurance plan's contract. **Medicare patients:** if Comfort Care Medical expects that Medicare may deny payment for an item because it may not be considered medically reasonable and necessary, I will be asked to sign a separate Advance Beneficiary Notice of Noncoverage (ABN) before the item is provided; without a signed ABN, I will not be held financially responsible for that type of denial. If credit terms have been provided, I agree to pay the total amount on the invoice within the terms on file with Comfort Care Medical.

4 Acknowledgment of Notices & Authorization for Release of Medical Records

Comfort Care Medical has provided me with its Notice of Privacy Practices, its Patient Rights & Responsibilities (including its complaint

process), and the Medicare DMEPOS Supplier Standards, and I understand how my protected health information (PHI) will be used in connection with obtaining medical products and services. By signing this consent, I authorize my physician(s), therapist(s), clinician(s), healthcare facilities, and any other treating providers to release and disclose to Comfort Care Medical any medical records necessary to process my order, including but not limited to prescriptions, physician notes, progress notes, evaluations, diagnostic information, and documentation supporting medical necessity. I understand that Comfort Care Medical may use and disclose my medical information for treatment, payment, and healthcare operations, and for other purposes permitted or required by law; that certain PHI is required to bill my insurance company; and that only the minimum necessary information for billing and compliance purposes will be disclosed. This authorization remains in effect until I revoke it in writing, except to the extent Comfort Care Medical has already relied on it. Comfort Care Medical is a healthcare provider and complies with all applicable HIPAA regulations governing the use and protection of PHI.

5 Proof of Delivery & Date of Service

After I receive my items, insurance requires a signed Delivery Ticket (Proof of Delivery) before any claim can be submitted for coverage; my signature confirms to my insurance company that I received the items ordered. **I understand that the date I sign the Delivery Ticket becomes the official date of service reported to insurance,** which may impact my deductible or out-of-pocket responsibility if my benefits reset before it is signed. Timely signature helps ensure proper benefit application and avoids unnecessary delays or unexpected financial responsibility.

6 Warranty & Returns

Comfort Care Medical honors all warranties under applicable state law and manufacturer terms, and will inform you of the warranty coverage for your item. If any Medicare-covered item or component fails during the manufacturer's warranty period, Comfort Care Medical will repair or replace the item at no cost to you, and you will not be billed for warranty-covered repairs or replacements. Once the garment has been received by Comfort Care Medical from the vendor, you have 30 days to be fit with the garment; delays may affect the manufacturer's warranty coverage. Comfort Care Medical will accept the return of any item that is substandard (less than full quality) or unsuitable (inappropriate for you at the time it was fitted or sold). Because garments are made or selected to your measurements, items that are free of defects and correctly sized cannot be returned for personal preference alone; however, if an item is difficult to put on, take off, or uncomfortable, Comfort Care Medical will remeasure you to verify sizing and replace or exchange the item when appropriate. Your signature below acknowledges that you have been instructed on the use, wear, care, and warranty of prescribed products, and that you understand Comfort Care Medical will honor all applicable warranties in compliance with Medicare requirements.

PATIENT NAME

PATIENT SIGNATURE

DATE

LEGAL REP NAME (IF APPLICABLE)

LEGAL REP SIGNATURE

DATE

Track your order: check the status of your order anytime at comfortcaremd.com/track-order using your Sales Order ID.