

Sign this page and email it back to:  
privacypacket@tenderheart.com



## Welcome to TenderHeart Health Outcomes!

Thank you for allowing us to serve you and your family. We are honored you have chosen us as your provider. Our company has been in business since 2006 and we are proud to be the leader in providing high-quality products and outstanding customer service. We are confident you will be pleased with our services, and we are always happy to assist you.

### Customer Orientation Forms

By signing below you confirm you have read the following:

- Emergency Readiness Statement
- Patient Rights
- Patient Responsibilities
- Patient Consent
- Notice of Health Information Policy/HIPAA Policy
- Non-Discrimination Policy
- Medicare Supplier Standards
- Inexpensive and Routinely Purchased Items Policy
- Capped Rental Agreement
- Warranty Information
- Return and Exchange Policy
- Assignment of Benefits
- Consent for use in Marketing
- Complaint Policy

Patient Satisfaction  
Survey Link



My signature at the bottom of this form attests that I have received, read, and/or been instructed in detail on the following information:

\_\_\_\_\_  
Printed Name of Client, Parent, Guardian, or Primary Caregiver

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Client, Parent, Guardian, or Primary Caregiver

\_\_\_\_\_  
Date

Patient Name: \_\_\_\_\_

Please return:  
Snap a picture and email to

Date of Birth: \_\_\_\_\_

[privacypacket@tenderheart.com](mailto:privacypacket@tenderheart.com)



## **Contact Us:**

TenderHeart Health Outcomes  
Corporate Office  
1701 Directors Blvd Ste 520  
Austin, TX 78744

**Phone:** (877) 394-1860

**Fax:** (866) 897-5881

**Email:** [help@tenderheart.com](mailto:help@tenderheart.com)

**Customer Service Hours:** Monday through Friday, 8 a.m. to 5 p.m.

**Website:** [www.tenderheart.com](http://www.tenderheart.com)

### **Emergency/Natural Disaster Information**

In the event of a natural disaster or emergency, please call 9-1-1.

To inquire about replacement orders after a natural disaster, please contact us by phone at **(877) 394-1860** or by email at [help@tenderheart.com](mailto:help@tenderheart.com)

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Tiếng việt: [www.tenderheart.com/wp-content/uploads/2025/04/VietNameese\\_New-Patient-Packet-TenderHeart-Health-Outcomes-2025v1.pdf](http://www.tenderheart.com/wp-content/uploads/2025/04/VietNameese_New-Patient-Packet-TenderHeart-Health-Outcomes-2025v1.pdf)

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## Patient Bill of Rights

As a patient of this home care company, you have the right:

1. To be treated with dignity and to have your privacy and property respected at all times.
2. To exercise your rights as a client or to have your authorized, designated representative exercise your rights as a client.
3. To select those who provide your home care services.
4. To receive appropriate care and services in a professional manner without discrimination relative to your age, sex, race, religion, ethnic origin, sexual preference, physical or mental handicap, or personal culture and ethnic preferences and to be free from any mental abuse, physical abuse, neglect, or exploitation of any kind by agency staff.
5. To be informed verbally and in writing of billing and reimbursement methodologies prior to the start of care and as changes occur, including fee for services and products provided, direct pay responsibilities, and notification of insurance coverage.
6. To receive services within the scope of your healthcare plan promptly and professionally.
7. To participate in the development and modification of your care and service plan; to refuse treatment, within the boundaries set by law; and to receive professional information relative to the ramifications or consequences that may result due to such refusal.
8. To review TenderHeart Health Outcomes' Privacy Notice.
9. To expect all information received by TenderHeart Health Outcomes will be kept confidential and will not be released without written authorization.
10. To request and to receive the opportunity to examine or review your medical records.
11. To express concerns or grievances or recommend modification to your home care service without fear of discrimination or reprisal and to be involved, as appropriate, in discussions and resolutions of conflicts and/or ethical issues related to your care.
12. To be informed The Compliance Team hot line number (1-888-291-5353) can be accessed 9:00 am to 5:00 pm EST should you have unresolved TenderHeart Health Outcomes complaints or questions about the organization.
13. To know TenderHeart Health Outcomes' ownership and control, the names and professional qualifications of the disciplines that will provide care, and the proposed frequency of service.
14. To be provided with legitimate identification by any person(s) who enter your residence to provide home care services.
15. To know TenderHeart Health Outcomes' policy on client advanced directives, including a description of an individual's rights under state law (whether statutory or as recognized by the courts of the State) and how each right is implemented by TenderHeart Health Outcomes.
16. To be notified in advance of treatment options, transfers, discontinuation of care, and to participate in the selection of options for alternative levels of care or referral to other organizations, as indicated by the client's need for continuing care.
17. To receive disclosure information regarding any beneficial relationships TenderHeart Health Outcomes has that may result in profit for the referring organization.
18. To not receive any experimental treatment without your specific agreement and full understanding of information explained.



## **Patient Responsibility**

As a TenderHeart customer, you have the responsibility too:

- Provide TenderHeart Health Outcomes with accurate and complete health information.
- Follow your doctor's plan of care.
- Request information about anything that is not understood.  
Inform us of any problem with products or services provided.
- Provide us the name, phone number, and written permission of anyone that you have authorized to assist you with your account.
- Agree that TenderHeart Health Outcomes has the right to discharge or terminate services with advance notice under any of the following conditions: Your physician does not order the product or service; your physical or emotional condition changes and TenderHeart can no longer provide appropriate products or services; if you request inappropriate products or services; if you move out of the area served by TenderHeart Health Outcomes; nonpayment of any amount owed; other situations that arise that prevents appropriate products or services to be provided to you; not informing TenderHeart Health Outcomes of any changes to your insurance coverage.
- Agree to inform TenderHeart Health Outcomes of any services received from other agencies or providers.

## **Patient Consent**

You consent to allow Tenderheart Health Outcomes to collect, use, and store your Protected Health Information (PHI) in order to provide you with medical equipment and supplies. You understand that your information will be handled in accordance with applicable privacy laws and organizational policies.

## **Notice of Health Information 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.

TenderHeart believes the information we gather about you is of a private nature and we are dedicated to keeping this information confidential. The records we create in providing you with care are, by law, kept confidential. We are also required to inform you of our policies concerning the use and storage of your personal health information.

TenderHeart maintains the right to update our Privacy Notice. Your personal health information will always be maintained by our current policies designated in our current Privacy Notice. A current copy of our privacy notice is prominently displayed on our website. If you have questions or comments about our Privacy Notice you may call our main line at (877) 394-1860 and speak with our Customer Service department.



## Privacy Policy

The following describes the way we will use and disclose **your** personal health information:

1. We may collect and share appropriate information about you to document the medical necessity of the equipment, supplies, or services we are providing. Examples include: diagnosis, prescription, referral and physician or healthcare provider information.
2. We may share appropriate information about you to bill and collect payment for the healthcare we provide, including insurance companies and third parties, which includes family members or other financially responsible parties you have informed us of. Examples include: insurance coverage and eligibility verification.
3. We may use and disclose information to monitor and operate our business. Examples include: satisfaction surveys, healthcare outcomes and utilization reporting, accreditation bodies, reports provided to any federal, state, or local authority (as required by law), or to remind you of equipment, supplies or service needs.
4. We may release appropriate information about you to family or friends that are helping you with the financial responsibilities incurred while receiving equipment, supplies or services from us. We may use and disclose information about you to respond to a court or legal authoritative body that legally requests information about you. Examples include: providing documents for legal subpoenas or discovery proceedings and our staff testifying about the care we have provided.

The following describes **your** rights to the information we maintain about **you**:

You have the right to direct the use of your personal health information at any of our locations. You have the right to terminate or revise your authorizations or consents that pertain to our use of your personal health information, and have those terminations or revisions affect any new equipment, supply, or service provisions. We are not required to accept your terms. If we do accept your restrictions, we will honor your specifications, except where prohibited by law. All requests must be in written form.

You have the right to request a copy of your personal health information if any federal, state, or local law does not prohibit it. This request must be in writing. There is a charge for copying, producing, and delivering your information.

You have the right to request, in writing, a revision to your personal health information. Revision requests will be evaluated on an individual basis and amended, if appropriate. At no time will a revision be made that may erroneously record the personal health information stored by us. Your written request must detail the requested revision and the reasons for the modification. If no explanation is provided, no revision will be made. If we deny your request for amendment, you have the right to file a statement of disagreement.



## **Privacy Policy Continued**

You have the right to request an accounting of *non-routine disclosures* we have made with your personal health information. You can receive one free accounting in a twelve-month period. We will charge for any accounting services that exceed one per twelve months. You must agree to this charge before we will provide any accounting services. These requests cover dates of service on or after April 14<sup>th</sup>, 2003.

You have the right to file a complaint about our use of your personal health information with us or the Secretary of the Department of Health and Human Services.

## **Non-Discrimination Policy**

TenderHeart Health Outcomes prohibits discrimination on the basis of race, color, national origin, sex, age, or disability as defined in Section 1557 of the Affordable Care Act. Individuals who believe they have been subjected to discrimination may file a grievance with the Compliance Officer. Complaints may also be filed directly with the HHS Office for Civil Rights.

## **Medicare DMEPOS Supplier Standards**

DMEPOS suppliers have the option to disclose the following statement to satisfy the requirement outlined in Supplier Standard 16 in lieu of providing a copy of the standards to the beneficiary. The products and/or services provided to you by TenderHeart Health Outcomes 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.

## **Inexpensive and Routinely Purchased Items Policy**

Medicare requires that we inform you that some of the supplies TenderHeart Health Outcomes provides may be purchased or rented. Our company does not rent any of our equipment therefore we do not offer a rental option. The supplies we provide that fall under this option include canes, walkers, crutches, and commode chairs.

## **Capped Rental Policy**

Medicare requires that we notify you that it will pay a monthly rental fee for a period not to exceed 13 months, after which ownership of equipment is transferred to the Medicare beneficiary, for capped rental items. After ownership of the equipment is transferred, it is the beneficiary's responsibility to arrange for any required equipment service or repair. Examples of equipment that are considered capped rental items include: Hospital beds, wheelchairs, alternating pressure pads, air-fluidized beds, nebulizers, suction pumps, continuous airway pressure (CPAP) devices, patient lifts, and trapeze bars. TenderHeart does not furnish these or other capped rental products, but we are nonetheless required to notify you of this policy.



## **Information and instructions on how to use furnished items safely and effectively**

Manufacturer instructions for use are included in the packaging of all equipment and supplies we provide. Please follow these instructions to use the items safely and effectively. If you have questions on how to use or assemble your item, please call Customer Service at 877-394-1860.

## **Equipment Warranty Information**

All equipment sold by our company carries a 1-year manufacturer's warranty. TenderHeart will notify all Medicare beneficiaries of the warranty coverage and will honor all warranties under applicable law. TenderHeart will replace, free of charge, Medicare covered equipment that is under warranty in addition, an owner's manual with warranty information will be provided to beneficiaries for all durable medical equipment where this manual is available.

TenderHeart maintains and replaces at no charge or repairs Medicare-covered items rented to beneficiaries.

## **Returns and Exchange Policy**

Eligible products may be returned or exchanged within **30 days** of delivery date **and in original condition/packaging**.

The following items are non-returnable:

- Personal hygiene items worn next to the skin.
- Any item in sterile packaging.

Return eligibility is based on the product, its use, and date of purchase. To know if your product can be returned, please contact us at (877) 394-1860.

### **Damages**

All damaged items must be reported within 30 days of delivery date.

## **Assignment of Benefits**

I request that payment of authorized insurance benefits be made either to me or on my behalf to Tenderheart Health Outcomes, LLC for any and all services furnished to me by Tenderheart Health Outcomes, LLC. I authorize any holder of medical information about me to release to Tenderheart Health Outcomes, LLC, my physician, my provider, caregiver, the Centers for Medicare and Medicaid Services and its agents any medical information about me needed to determine the payments for related services.



### **Consent for Marketing**

I authorize Tenderheart to use and disclose my health information which may include my name and age for marketing purposes in print, video or digital media. I understand that this authorization is voluntary and will not affect my care. I may revoke this request at anytime by submitting a written request to TenderHeart, except to the extent the action has already been taken. I understand this authorization will not expire unless requested by me.

### **Complaint Policy**

TenderHeart takes all complaints seriously and investigates all complaints. If you have a complaint about a Medicare-covered item that was rented or sold to you by TenderHeart or other complaint, please contact us at 877-394-1860 or [help@tenderheart.com](mailto:help@tenderheart.com). If you have a question related to the Medicare program, please contact 1-800-MEDICARE, Palmetto at 803-735-1034 or Novitas at 877-235-8073.