

PATIENT BILL OF RIGHTS AND RESPONSIBILITIES

You have the right to:

- Be fully informed in advance about care/service to be provided, including the disciplines that furnish care and the frequency of visits, as well as any modifications to the plan of care
- Receive information about the scope of services that the organization will provide and specific limitations on those services
- Participate in the development and periodic revision of the plan of care
- Refuse care or treatment after the consequences of refusing care or treatment are fully presented
- Be informed of client/patient rights under state law to formulate an Advanced Directive, if applicable
- Choose a healthcare provider, including an attending physician, if applicable
- Have one's property and person treated with respect, consideration, and recognition of client/patient dignity and individuality
- Receive appropriate care without discrimination in accordance with physician's orders, if applicable
- Receive clear instructions in the use of all products and equipment and the treatment plan designated and ordered by your physician
- Be informed, in advance of care/service being provided and their financial responsibility
- Be fully informed of one's responsibilities
- Be able to identify visiting personnel members through proper identification
- Be free from mistreatment, neglect, or verbal, mental, sexual, and physical abuse, including injuries of unknown source, and misappropriation of client/patient property
- Confidentiality and privacy of all information contained in the client/patient record and of Protected Health Information (PHI)
- Be advised on the agency's policies and procedures regarding the disclosure of clinical records
- Be informed of any financial benefits when referred to an organization
- Receive service without regard to race, religion, color, age, gender, handicap, sexual orientation, veteran status or lifestyle
- Know that the company does not engage in any relationships that may result in profit for the referring organization
- Know the company's liability insurance is utilized when the corporation is found to be legally liable
- Voice grievances/complaints regarding treatment or care or lack of respect of property, or recommend changes in policy, personnel, or care/service without restraint, interference, coercion, discrimination, or reprisal
- Have grievances/complaints regarding treatment or care that is (or fails to be) furnished, or lack of respect of property investigated
- Express content, concern or dissatisfaction with any aspect of care, employees, product or equipment or any company related services by calling DJO Customer Support at 800-548-3370 Monday - Friday 9:00am - 5:00pm Central Time or by writing to: DJO, LLC, Attn: Patient Advocate, 1430 Decision Street, Vista, CA 92081-8553 or contact the Accreditation Commission for Health Care at 919-785-1214 or State of California Department of Consumer Affairs at 800-952-5210

Your responsibilities include the following:

- Caring for and using the device as instructed by a DJO representative
- Not modifying any equipment without the prior written consent of the Company
- Not allowing the use of any equipment by anyone other than you, the patient
- Notifying the Company promptly in the case of any equipment malfunctions and allowing a Company representative to repair or provide replacement equipment within an agreed upon timeframe
- Understanding that DJO is able to provide you with **estimates only** of the amount your insurance company may pay for the product
- If you are impacted by a disaster or emergency and have questions about your equipment please contact DJO at 800-548-3370. For more information about emergency preparedness please visit <https://www.ready.gov/>
- Accepting responsibility for payment of any balance due on equipment or services supplied by DJO, LLC if your insurance carrier(s) do not pay the entire billed amount and understanding that you may be financially responsible in the event of a determination of noncoverage
- Understanding that this product is single patient use only

INSURANCE AND BILLING INFORMATION

The DJO billing department is designed to bill your insurance company for the services you receive from us: If you have coverage from more than one health insurance company, please inform us as to which company is primary and should be billed first. Since each health insurance policy coverage varies, we suggest you call your insurance company if you have any questions regarding coverage. By filing an insurance claim for you, we hope to make the billing process trouble free. Regardless of insurance coverage, you are ultimately responsible for your bill. If your insurance carrier has questions or requests additional information from you, please respond promptly. If you have any questions regarding the status of your claim, we suggest you contact your insurance company directly. The billing department is ready to answer billing and insurance questions and can be reached at 1-800-548-3370 Monday - Friday 9:00 am - 5:00 pm (CT). At any other time, you may leave a message and your call will be returned the next business day.

PRODUCT WARRANTY FOR DEFECTS IN MATERIAL OR WORKMANSHIP: Our custom-made Defiance brace comes with a Limited Lifetime Warranty (lifetime warranty on the frame and hinge; six (6) month warranty on associated soft goods), Rigid Off-The-

Shelf Functional braces (ARMOR, LEGEND, 4TITUDE) carry a one (1) year warranty, while all other soft goods (Elastic, Walker boots, Neoprene/Drytex, Post-Operative bracing) carry a six (6) month warranty. To report a defective product or equipment malfunction, please contact DJO at 800-548-3370.

RETURNS AND EXCHANGES: DJO ACCEPTS RETURNS ONLY WITHIN 30 CALENDAR DAYS FROM THE DATE YOU RECEIVE YOUR PRODUCT. YOU MUST CALL DJO AT 800-548-3370 (MONDAY - FRIDAY 8:00am to 5:00pm Central Time). The OA DEFIANCE, OA ADJUSTER, OA ASSIST, OA EVERYDAY and OA LITE may be returned within 90 days from the date you receive your product as part of the OA Test Drive Guarantee if you are not 100% satisfied. Please do not mail product to DJO or DJO's billing company unless you have been instructed to do so by first calling DJO at 800-548-3370. If you wish to exchange the product you received for a similar product, you may do so by contacting the clinic where you received your product.