



Preston Wound Care
Notices of Uses
PROTECTED HEALTH INFORMATION
(Effective 2/17/03)

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

In accordance with the requirements of the Health Insurance Portability and Accountability Act ,of 1996, (“HIPAA”), Preston Wound Care, Inc. Is required to inform you, of its practices in relation to the protected health information that it maintains about you. HIPAA mandates minimum standards that a covered entity such as *Preston Wound Care*, Inc must maintain in relation to your protected health information. This Notice of Uses is being provided to help you understand how *Preston Wound Care* meets these minimum standards. It is also meant to inform you of the ways that *Preston Wound Care* may use the personal information it collects about you and how it may disclose it.

UNDERSTANDING YOUR PROTECTED HEALTH INFORMATION

When you receive care from a healthcare provider, a record of that treatment is made. This record will typically contain information on your diagnosis; treatment and future plan of treatment and is often collectively referred to as your medical record. This medical record includes protected health information and lays the foundation for determining your plan of care and treatment and allows for a successful means of communication between all healthcare professionals that contribute to your care.

HIPAA protects information found in your medical record from disclosure without your authorization. The information protected by HIPAA includes:

1. Any information related to your past, present or future physical or mental health;
2. The past, present or future payment for health services you have received;
3. The specific care that you have received, are receiving or will receive;
4. Any information that identifies you as the individual receiving the care; and
5. Any information that someone could reasonably use to identify you as receiving the care.

This information is referred to as protected health information throughout this Notice.

TREATMENT, PAYMENT AND HEALTHCARE OPERATIONS

As a covered Entity, as *Preston Wound Care*, is required to inform you of how it may use your protected health information. In providing treatment to you, *Preston Wound Care*, will use your protected health information for the purposes of treatment, payment and healthcare operations.

Treatment – As it pertains to *Preston Wound Care*, treatment means providing to you disposable medical supplies as ordered by your physician. Treatment also includes coordination and consultation with your physician and other healthcare providers. *Preston Wound Care* provides these services to you; information obtained during this process will be recorded in your medical record. *Preston Wound Care* will use this information with your physician, to determine the best course of treatment for you.

Payment – Payment purposes consist of activities required to obtain reimbursement from your insurance carrier for the services ordered by your physician and provided to you by *Preston Wound Care*. This includes, but is not limited to, eligibility determination, precertification, billing and collection activities, obtaining documentation required by your insurer, and when applicable, disclosure of limited information to consumer reporting agencies.

Healthcare operations – operations can include, but are not limited to, review of your protected health information by members of *Preston Wound Care* professional healthcare staff to ensure compliance with all federal and state regulations. This information will then be utilized to continually improve the quality and effectiveness of the services provided to you by *Preston Wound Care* Healthcare operations also include *Preston Wound Care* business management and general administrative activities.

OTHER USES AND DISCLOSURES

In order to release information contained in your medical record for purposes other than treatment, payment or healthcare operations, *Preston Wound Care* must obtain a specific signed authorization from you. You may revoke such authorization at any time, except to the extent *Preston Wound Care* has taken action in reliance on the authorization.

There are a limited number of other uses and disclosures of protected health information that do not require a specific authorization from you. *Preston Wound Care* may in the following circumstances disclose your protected health information.

1. *Preston Wound Care* may disclose limited health information about you to notify local agencies (i.e. power, gas, phone company, and emergency medical services), in the event of an emergency (i.e. flood, hurricanes, etc), of your need for life sustaining equipment or assistance in evacuation due to your medical condition.
2. *Preston Wound Care*, may disclose to a member of your family, other relative, or a close personal friend, or any other person identified by you, the protected health information directly relevant to such person's involvement with your care or payment related to your healthcare.
3. *Preston Wound Care* may disclose protected health information to others as required by law.
4. *Preston Wound Care* may disclose protected health information for certain public health activities and purposes.
5. *Preston Wound Care* may disclose protected health information to a legally authorized government authority such as a social service or protective services agency, if we reasonably believe you are a victim of abuse, neglect or domestic violence.
6. *Preston Wound Care* may disclose protected health information for law enforcement purposes and in response to court orders or subpoenas.
7. *Preston Wound Care* may disclose protected health information to agencies authorized by law to conduct health oversight activities, including audits, investigations, and licensing and similar activities.
8. *Preston Wound Care* may disclose protected health information to attorneys, accountants, and others acting on behalf of Wound Care Innovations, provided they have signed written contracts agreeing to safeguard the confidentiality of the information.

YOUR RIGHTS AS A PATIENT OF PRESTON WOUND CARE

In accordance with HIPAA you have the following rights in relation to your protected health information.

1. You may request in writing, additional restrictions to the use or disclosure of your protected health information, however, *Preston Wound Care* is not required to agree to the request for restrictions.
2. You have the right to request amendments to your medical record.
3. You have the right to obtain a copy of this Notice of Uses.
4. You have the right of access to inspect and obtain a copy of your medical record, subject to certain limitations.
5. You have the right to obtain an accounting of disclosures of your medical record for purposes other than treatment, payment and healthcare operations.
6. You have the right to request communications of your medical record by alternative means (i.e. electronically) or at alternative locations.
7. You have the right to revoke authorization to us or disclose your protected health information except to the extent that action has already occurred.

RESPONSIBILITIES OF PRESTON WOUND CARE

In accordance with HIPAA *Preston Wound Care* is required to:

1. Maintain the confidentiality of your protected health information. Your state laws may provide more protection than the federal laws and, in that case, we will abide by the more restrictive statute.
2. Provide you with notice of our legal obligations and privacy practices regarding information it may accumulate about you and is obligated to abide by the terms of this notice.
3. Notify you if it is unable to agree to a requested restriction, and make every effort to accommodate reasonable requests for communication of health information by alternative means.

Please be advised that in addition to these responsibilities, *Preston Wound Care* reserves the right to change the terms of its Notice of Uses and make those changes applicable to all protected health information maintained at that time. If there is a change to its Notice of Uses, it will provide you with a revised notice to the most recent address you have supplied to Preston Wound Care.

Preston Wound Care will not use or disclose your protected health information without your authorization, except as described in this notice.

FOR MORE INFORMATION OR TO REPORT A PROBLEM

If you have any questions, would like additional information or, if you suspect misuse of your protected health information and believe that your rights have been violated, you may, without fear of retaliation contact.

HIPAA Privacy Officer

Preston Wound Care

500 S Tennessee St.

Mckinney, TX 75069

Or

The Office of Civil Rights

U.S. Department of Health & Human Services

200 Independence Avenue SW

Room 509F HHH Building

Washington, D.C. 20201

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, with visible signage. 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.
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.