# American Wound Care

1720 Kaliste Saloom Road, Suite A-6, Lafayette, LA 70508 Phone: 800-728-2788 After Hours Phone: 337-520-0369

## **INSTRUCTIONS TO RE-ORDER SUPPLIES**

If you need a re-order of your wound care supplies call 1-800-728-2788 Monday – Friday, 9am – If we need a new prescription or additional documentation from your 5pm Central Time. Physician we will contact them directly and contact you immediately. If you would like to communicate via email, can send your re-order or comments you PatientCare@AmericanWoundRx.com

## SUPPLIES RETURN POLICY

Unopened wound care supplies may be returned for credit within 30 days of the sale or according to the patient's payer policy. No supplies are accepted for return that was not purchased through American Wound Care or supplies that are past their expiration date. An appropriate refund to the purchaser or payer will be made promptly, in no case more than 30 days after the return.

# **GRIEVANCE / COMPLAINT PROCESS**

Our company has a complaint policy & procedure; please contact us at 800-728-2788 if you experience any problems. Your complaint will be promptly addressed and communicated to you. In the event your complaint remains unresolved you may file a complaint with our Accreditor, The Compliance Team, Inc., via their website www.TheComplianceTeam.org or phone 888-291-5353.

MEDICARE DMEPOS SUPPLIER STANDARDS

On Following Page

### **Medicare DMEPOS Supplier Standards**

- 1. A supplier must be in compliance with all applicable federal and state licensure and regulatory requirements.
- 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 enrollment 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 and must maintain a visible sign with posted hours of operation. The location must be 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.
- 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 is prohibited from direct solicitation to Medicare beneficiaries. For complete details on this prohibition see 42 CFR 424.57 (c) (11).
- 12. A supplier is responsible for delivery and must instruct beneficiaries on use of Medicare covered items and maintain proof of delivery and beneficiary instruction.
- 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 standards to each beneficiary it supplies a Medicare-covered item.
- 17. A supplier must disclose 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).
- 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. A supplier must meet the surety bond requirements specified in 42 C.F.R. 424.57(c).
- 27. A supplier must obtain oxygen from a state-licensed oxygen provider.
- 28. A supplier must maintain ordering and referring documentation consistent with provisions found in 42 C.F.R. 424.516(f)
- 29. A supplier is prohibited from sharing a practice location with other Medicare providers and suppliers.
- 30. A supplier must remain open to the public for a minimum of 30 hours per week except physicians (as defined in section 1848 (j) (3) of the Act) or physical and occupational therapists or a DMEPOS supplier working with custom made orthotics and prosthetics.

#### NOTICE OF PRIVACY PRACTICES

#### GET AN ELECTRONIC OR PAPER COPY OF YOUR MEDICAL RECORD

• You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

### ASK US TO CORRECT YOUR MEDICAL RECORD

You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this. We may say "no" to your request, but we'll tell you why in writing within 60 days.

### ASK US TO LÍMIT WHAT WE USE OR SHARE

You can ask us not to use or share certain health information for treatment, payment or our operations. We are not required to agree to your request, and we may say "no" if it would affect your care. If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will say "yes" unless a law requires us to share that information.

#### GET A LIST OF THOSE WITH WHOM WE'VE SHARED INFORMATION

• You can ask for a list (accounting) of the times we've shared your health information for six years prior to the date you ask, who we shared it with, and why. We will include all the disclosures except for those about treatment, payment and health care operations and certain other disclosures (such as any you asked us to make). We'll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

### **GET A COPY OF THIS PRIVACY NOTICE**

• You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information

### FILE A COMPLAINT IF YOU FEEL YOUR RIGHTS ARE VIOLATED

You can file a complaint if you feel we have violated your rights by contacting us using the information at the top of this page. Contact our privacy
officer. We will not retaliate against you for filing a complaint.

#### HOW WE USE YOUR INFORMATION

#### PROVIDING MEDICAL EQUIPMENT & SUPPLIES TO TREAT YOU

We can use your health information and share it with other professionals who are treating you. Example: A doctor treating you for an injury asks another doctor about your overall health condition.

#### **BILL FOR YOUR SERVICES**

We can use and share your health information to bill and get payment from health plans or other entities.

#### **COMPLY WITH THE LAW**

We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law and with law enforcement officials

### RESPOND TO LAWSUITS AND LÉGAL ACTIONS

We can share health information about you in response to a court or administrative order or in response to a subpoena. We are required by law to maintain the privacy and security of your protected health information. If the law of the state where you live places greater limits on the use and disclosure of health information, then those laws will apply to our use and disclosures.

### **CUSTOMER RIGHTS AND RESPONSIBILITIES**

### YOU HAVE THE RIGHT TO:

- Participate in planning your care.
- Receive appropriate products in proper operating condition.
- Be communicated with in a way that you can reasonably understand.
- Be treated with dignity and respect, free from mistreatment, neglect or verbal, mental, sexual and physical abuse.
- A clear understanding of your financial obligations
- Voice your grievances, recommend changes and have your complaints investigated without fear of reprisal.

### IT IS YOUR RESPONSIBILITY TO:

- Dial "911" if a life-threatening medical emergency arises.
- Provide complete and accurate medical history and billing information.
- Comply with your physician's orders and plan of care.
- Contact us about any equipment malfunction or defect, and allow our staff to correct the problem.
- Advise us of any changes in your status, including address, medical condition and billing information.
- Pay for services not covered by your insurance carrier, except when not allowed by law.
- Treat American Wound Care employees with dignity and respect.

**OUR CONTACT INFORMATION** 

You may contact our Compliance Officer at 800-728-2788 or PatientCare@AmericanWoundRx.com

Notice Effective Date: August 1, 2018