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Patient Copy
Keep for Your Records!

HIPAA Privacy Policy

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

The Health Insurance Portability & Accountability Act of 1996 ("HIPAA") is a federal program that requires that all medical records and other individually identifiable health information used or disclosed by us in any form, whether electronically, on paper or orally, are kept properly confidential. This Act gives you, the patient, significant new rights to understand and control how your health information is used. "HIPAA" provides penalties for covered entities that misuse personal health information.

Uses and Disclosures

▪ Treatment. Your health information may be used by staff members or disclosed to other health care professionals for the purpose of evaluating your health, diagnosing medical conditions, and providing treatment. Payment. Your health information may be used to seek payment from your health plan, from other sources of coverage, or from credit card companies that you may use to pay for services. Order Fulfillment. Your health information may be sent to providers that work with Dermitech to fulfil orders or to manage billing. Health Care Operations. Your health information may be used, as necessary, to support the day-to-day activities and management of Dermitech. For example, information on the equipment you received may be used to support budgeting and financial reporting, and activities to evaluate and promote quality. Law Enforcement. Your health information may be disclosed to law enforcement agencies to support government audits and inspections, to facilitate law-enforcement investigations, and to comply with government-mandated reporting.

▪ Other uses and disclosures require your authorization. Disclosure of your health information or its use for any purpose other than those listed above requires your specific written authorization. If you change your mind after authorizing a use or disclosure of your information, you may submit a written revocation of the authorization. However, your decision to revoke the authorization will not affect or undo any use or disclosure of information that occurred before you notified us of your decision to revoke your authorization.

Individual Rights

▪ You have certain rights under the federal privacy standards. These include: • The right to request restrictions on the use and disclosure of your protected health information • The right to receive confidential communications concerning your medical condition and treatment • The right to inspect and copy your protected health information • The right to amend or submit corrections to your protected health information • The right to receive an accounting of how and to whom your protected health information has been disclosed • The right to receive a printed copy of this notice.

▪ Dermitech is required by law to maintain the privacy of your protected health information and to provide you with this notice of privacy practices. We are also required to abide by the privacy policies and practices that are outlined in this notice. As permitted by law, we reserve the right to amend or modify our privacy policies and practices. These changes in our policies and practices may be required by changes in federal and state laws and regulations. Upon, request, we will provide you with the most recently revised notice.

▪ You may generally inspect or copy the protected health information that we maintain. As permitted by federal regulation, we require that requests to inspect or copy protected health information be submitted in writing. If you would like to submit a comment or complaint about our privacy practices, you can do so by sending a letter outlining your concerns to: Dermitech, P.O. Box 801403, Dallas, TX 75240-1403. Phone 214-377-8144. If you believe that your privacy rights have been violated, you should call the matter to our attention by sending a letter describing the cause of your concern to the same address. You will not be penalized or otherwise retaliated against for filing a complaint. You many also use the above name and address to contact us for further information concerning our privacy practices.

THIS NOTICE IS EFFECTIVE ON OR AFTER OCTOBER 27, 2015.

Patient Responsibilities

To ensure the finest care possible, you must understand your role in your health care. As a customer of Dermitech, you are responsible for the following:

1. To provide complete and accurate information at all times, including but not limited to: Insurance Information and any/all Insurance changes; up to date name, address, and telephone numbers; up to date medical information including diagnosis, physician information, changes in status or need, etc.
2. To request additional assistance or information on any issue with your order that you don't fully understand.
3. To notify Dermitech when encountering any problems with your medical device.
4. To notify Dermitech of denial and/or restriction of the Dermitech privacy policy.

Patient Bill of Rights

As an individual receiving medical devices from Dermitech you have the following rights:

1. To select those who provide your medical devices.
2. To be provided with legitimate identification by any person or persons entering your residence to provide delivery services or maintenance of your medical device.
3. To be provided with adequate information from which you can give your informed authorization for the commencement of your order, the continuation of your order, the transfer of your order to another provider, or the termination of your order.
4. To be advised, before the order is shipped, of the extent to which payment for the medical device may be expected from Medicare/Medicaid, insurance, or your liability for payment, billing cycles and changes in payment.
5. To have your privacy respected at all times and to be treated with respect, consideration, and recognition of dignity and individuality.
6. To express concerns or grievances or recommend modifications to your home care service without fear of restraint, interference, coercion, discrimination, or reprisal.
7. To expect that information received by Dermitech will be kept confidential and used per Dermitech's Privacy Policy.
8. The right to review Dermitech's Privacy Practices.
9. To receive appropriate customer service in a professional manner without discrimination.

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Scope of Services

Dermitech provides sales and rental of dermatology-related equipment nationwide and provides on-site services in selected service areas in Texas. Dermitech is an authorized distributor of Daavlin home medical equipment.

Dermitech
Phone: 214-377-8144 ▪ Fax: 214-414-2533
13150 Coit Road #301 ▪ Dallas, TX 75240
Hours: 9:00am to 5:00pm

Dermitech has a complaint policy & procedure; please phone us at 214-377-8144 if you experience any problems. 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 Supplier Standards

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).
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.