

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. The products and/or services provided to you by A to Z Medical Equipment and Supplies are subject to the supplier standards contained in the Federal regulations shown at 42 Code of Federal Regulations Section 424.57. These standards concern business professional and operation matters (E.G. honoring warranties and hours of operation). The full text of these standards can be obtained at <https://www.ecfr.gov>. Upon request we will furnish you a written copy of these 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. A supplier must have an authorized individual (whose signature is binding) sign the enrollment application for billing privileges.**
- 4. A supplier must fill orders from its own inventory, or contract with other companies for the purchase of items necessary to fill orders. A supplier may not contract with any entity that is currently excluded from the Medicare program, any State health care programs, or 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.**
- 10. A supplier is prohibited from direct solicitation to Medicare beneficiaries. For complete details on this prohibition see 42 CFR § 424.57 (c) (11).**

11. A supplier is responsible for delivery of and must instruct beneficiaries on the use of Medicare covered items and maintain proof of delivery and beneficiary instruction.
12. A supplier must answer questions and respond to complaints of beneficiaries and maintain documentation of such contacts.
13. A supplier must maintain and replace at no charge or repair cost either directly, or through a service contract with another company, any Medicare-covered items it has rented to beneficiaries.
14. 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.
15. A supplier must disclose these standards to each beneficiary it supplies a Medicare-covered item.
16. A supplier must disclose any person having ownership, financial, or control interest in the supplier.
17. 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.
18. 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.
19. 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.
20. A supplier must agree to furnish CMS any information required by the Medicare statute and regulations.
21. 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 for those specific products and services (except for certain exempt pharmaceuticals).
22. All suppliers must notify their accreditation organization when a new DMEPOS location is opened.
23. All supplier locations, whether owned or subcontracted, must meet the DMEPOS quality standards and be separately accredited to bill Medicare.
24. All suppliers must disclose upon enrollment all products and services, including the addition of new product lines for which they are seeking accreditation.
25. A supplier must meet the surety bond requirements specified in 42 CFR § 424.57 (d).
26. A supplier must obtain oxygen from a state-licensed oxygen supplier.
27. A supplier must maintain ordering and referring documentation consistent with provisions found in 42 CFR § 424.516(f).
28. A supplier is prohibited from sharing a practice location with other Medicare providers and suppliers.
29. 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.

Customer Bill of Rights

We believe that all customers receiving services from A to Z Medical Equipment & supplies should be informed of their rights. This includes, but not limited to the Right to:

- Be informed of your responsibilities.
- Be informed of provider service/care limitations.
- Receive timely responses to any requests for services.
- Choose your health care company/provider.
- Be fully informed in advance about service/care to be provided and any modification to service/care plan.
- Participate in the development and periodic revision of the plan of service/care.
- Informed consent and refusal of service/care/treatment after the consequences of refusing service/care/treatment are fully presented.
- Informed in advance of the charges, including payment for service/care expected from third parties and any charges for which the customer/patient will be responsible.
- Have your property and person be treated with respect, consideration, and recognition of customer/patient dignity and individuality.
- Be given appropriate and professional quality services without discrimination due to race, color, religion, creed, gender, national origin, sexual preference, disability, or age.
- Be free from physical and mental abuse, neglect, and exploitative practices.
- Be able to identify visiting staff members through proper identification.
- Voice grievances/complaints or recommend changes in policy, staff, or service/care without restraint, interference, coercion, discrimination, or reprisal.
- Have grievances/complaints regarding equipment or care that fail to be furnished or lack of respect for property be investigated.
- Confidentiality and privacy of all information contained in the customer/patient record and of Protected Health Information.
- Be informed of any financial benefits when referred to an organization.

Customer Responsibilities

- Provide, to the best of your knowledge, accurate, and complete information concerning your medical condition, allergies, and any other pertinent information.
- Follow the plan of care or service recommended by your physician.
- Care for, use as instructed, and return loaner or rental equipment in good condition.
- Choose your health care company/provider.
- Pay for the replacement cost of any equipment damaged, destroyed, or lost due to misuse, abuse, or neglect.
- Notify A to Z Medical of any equipment malfunction or defect and allow A to Z technicians to enter premises to repair, relocate, or provide substitute equipment.
- Be responsible for any payment not paid by your insurance company, except where not allowed by law.
- Make it known that you clearly understand the equipment and services being provided, and to request further information concerning anything you do not understand.
- Notify A to Z Medical of any changes in your status, including, but not limited to: insurance information, address, name, physician/provider, and medical condition.
- Assist in developing and maintaining a safe home environment.
- Inform A to Z Medical when you will not be able to keep a scheduled appointment.

Consumer Complaint & Abuse Hotlines

In the event of a complaint which is not resolved, the client, immediate family member, or caregiver has a right to report complaints, abusive, neglectful, or exploitive practices.

- To report a complaint regarding the services you receive: Please call AHCA toll free 1-888-419-3456
- To report abuse, neglect, or exploitation of a disabled adult or elderly person: Please call 1-800-962-2873
- To report Medicare Fraud call: 1-800-MEDICARE (1-800-633-4227)

Assignment/Signature on File Agreement

I request that payment of authorized medical benefits be made to A to Z MEDICAL EQUIPMENT & SUPPLIES for any covered service furnished to me. In cases where A to Z MEDICAL EQUIPMENT & SUPPLIES agrees to accept assignment, A to Z MEDICAL EQUIPMENT & SUPPLIES will accept the charge determination as the full charge for the covered services. I am always responsible for the deductible, co-insurance and unassigned uncovered services. I agree to pay A to Z MEDICAL EQUIPMENT & SUPPLIES any payment made directly to me by insurance for services provided by A to Z MEDICAL EQUIPMENT & SUPPLIES on an assigned basis. I understand that A to Z MEDICAL EQUIPMENT & SUPPLIES does not accept returned merchandise if worn, used for sanitary or hygienic purposes, or if it is disposable. All rental equipment shall remain the property of A to Z MEDICAL EQUIPMENT & SUPPLIES. It is my responsibility to inform A to Z MEDICAL EQUIPMENT & SUPPLIES if I relocate, no longer need the equipment, or am admitted to a hospital or nursing center. I shall also inform A to Z MEDICAL EQUIPMENT & SUPPLIES if the equipment is not working properly. I agree that in the event my insurance or other third-party payor refuses to pay the rental or purchase price of the equipment or service that I will be responsible for those payments or shall return the equipment involved.

Patient's/Authorized Person's Signature

I authorize the release of any medical or other insurance information to process this claim. I also request payment of government benefits either to me or to A to Z MEDICAL EQUIPMENT & SUPPLIES.

Beneficiary's Signature

Date



A TO Z MEDICAL EQUIPMENT & SUPPLIES

Notice of Uses

PROTECTED HEALTH INFORMATION

(Effective April 14, 2003)

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED OR DIS-CLOSED 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"), A to Z MEDICAL EQUIPMENT & SUPPLIES 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 A to Z MEDICAL EQUIPMENT & SUPPLIES must maintain in relation to your protected health information. This Notice of Uses is being provided to help you understand how A to Z MEDICAL EQUIPMENT & SUPPLIES meets these minimum standards. It is also meant to inform you of the ways that A to Z MEDICAL EQUIPMENT & SUPPLIES 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**
- 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, A to Z MEDICAL EQUIPMENT & SUPPLIES is required to inform you of how it may use your protected health information. In providing treatment to you, A to Z MEDICAL EQUIPMENT & SUPPLIES will use your protected health information for the purposes of treatment, payment and healthcare operations. Treatment- As it pertains to A to Z MEDICAL EQUIPMENT & SUPPLIES, treatment means providing to you drugs, medications, supplies, and durable medical equipment services as ordered by your physician. Treatment also includes coordination and consultation with your physician and other health care providers. As A to Z MEDICAL EQUIPMENT & SUPPLIES provides these services to you, information obtained during

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 A to Z MEDICAL EQUIPMENT & SUPPLIES This includes, but is not limited to, eligibility determination, pre-certification, 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 A to Z MEDICAL EQUIPMENT & SUPPLIES 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 A to Z MEDICAL EQUIPMENT & SUPPLIES. Healthcare operations also include A to Z MEDICAL EQUIPMENT & SUPPLIES 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, A to Z MEDICAL EQUIPMENT & SUPPLIES must obtain a specific signed authorization form from you. You may revoke such authorization at any time, except to the extent A to Z MEDICAL EQUIPMENT & SUPPLIES 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. A to Z MEDICAL EQUIPMENT & SUPPLIES may in the following circumstances disclose your protected health information.

1. A to Z MEDICAL EQUIPMENT & SUPPLIES may disclose limited health information about you to notify local agencies (i.e. power, gas, phone, 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. A to Z MEDICAL EQUIPMENT & SUPPLIES 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 health care.

3. A to Z MEDICAL EQUIPMENT & SUPPLIES may disclose protected health information to others as required by law.
4. A to Z MEDICAL EQUIPMENT & SUPPLIES may disclose protected health information for certain Public health activities and purposes.
5. A to Z MEDICAL EQUIPMENT & SUPPLIES 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. A to Z MEDICAL EQUIPMENT & SUPPLIES may disclose protected health information for law enforcement purposes and in response to court orders or subpoenas.
7. A to Z MEDICAL EQUIPMENT & SUPPLIES may disclose protected health information to agencies authorized by law to conduct health oversight activities, including audits, investigations, licensing and similar activities.
8. A to Z MEDICAL EQUIPMENT & SUPPLIES may disclose protected health information to Attorneys.

YOUR RIGHTS AS A PATIENT OF A to Z MEDICAL EQUIPMENT & SUPPLIES

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, A to Z MEDICAL EQUIPMENT & SUPPLIES 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 use or disclose your protected health information except to the extent that action has already occurred.



RESPONSIBILITIES OF A to Z MEDICAL EQUIPMENT & SUPPLIES

In accordance with HIPAA, A to Z MEDICAL EQUIPMENT & SUPPLIES 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 the notice of our legal obligations and privacy practices regarding
3. information it may accumulate about you and is obligated to abide by the terms of this notice.
4. 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.
5. Post its Notice of Uses on its website at ~~~~~~
6. Please be advised that in addition to these responsibilities, A to Z MEDICAL EQUIPMENT &
7. SUPPLIES reserve 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 A to Z MEDICAL EQUIPMENT & SUPPLIES. A to Z MEDICAL EQUIPMENT & SUPPLIES 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

Any customer who wants to communicate information to A to Z Medical Equipment, positive or negative, is encouraged to do so. Any customer who feels his/her rights have been denied, who desires further clarification of rights, desires to lodge a complaint, or express dissatisfaction with any aspect of service or equipment, may contact a manager at the local branch that provided the services or call our Customer Care Center at (214) 349 – 2869, without fear of reprisal by A to Z Medical Equipment or any of our employees. You can expect a response within 3 business days, although it may take longer for a resolution to certain issues. If we cannot resolve your concern, you may also contact our accrediting organization, ACHC, at (855) 937 – 2242.

Equipment Warranty Information:

Every new item sold by A to Z Medical Equipment carries a manufacturer's warranty. Length and terms of the warranty vary; specific information will be provided with your equipment. We will honor all warranties under applicable law. This may include repairing or replacing equipment that is under warranty at no cost to you. Warranty claims are processed according to manufacturers' guidelines and in accordance with the law. Labor charges may apply to replace specific warranty parts. If you choose to purchase used equipment, original manufacturer warranties will not apply.

The title of rental equipment will transfer to the consumer if/when it has been paid to purchase per Medicare or insurance rules. Any remaining manufacturer's warranty will also transfer to the consumer. If rented equipment, during the rental period needs repairs, it will be repaired or replace (at our discretion) at no charge to the consumer, unless the consumer was directly responsible through abuse or misuse of the rental equipment. Once title transfers to the consumer, any non-warranty repairs will be the financial responsibility of the consumer.

Equipment warranty repairs DO NOT include in-home service as an included benefit of the warranty repair. Repairs that qualify for a warranty replacement won't cost the customer if the equipment is brought to our repair facility. Service calls done in-home may incur a service call fee.

Labor Charges:

Our labor charges and in-home service calls are not covered by the manufacturer's warranty. We do, however, provide a sixty (60) day warranty on our labor from the date of purchase of the equipment. This only applies to equipment that is purchased new and not to equipment that is transferred to patient's after their rental period is over. After sixty (60) days, we charge the market price for labor per hour for service and warranty work.

Responsible Product Use:

Any damage occurred from irresponsible use or abuse can void your warranty and you may be charged for any repairs done.

I have been instructed and understand the warranty coverage on the product I have received.

Beneficiary's Signature

Date



Medicare Capped Rental and Inexpensive or Routinely Purchased Items Notification for Services on or after January 1, 2006

I received instructions and understand that Medicare defines the _____ that I received as being either a capped rental or an inexpensive or routinely purchased item.

FOR CAPPED RENTAL ITEMS:

- Medicare will pay a monthly rental fee for a period not to exceed 13 months, after which ownership of the equipment is transferred to the Medicare beneficiary.
- After ownership of the equipment is transferred to the Medicare beneficiary, it is the beneficiary's responsibility to arrange for any required equipment service or repair.
- Examples of this type of equipment include:

Hospital beds, wheelchairs, alternating pressure pads, air-fluidized beds, nebulizers, suction pumps, continuous airway pressure (CP AP) devices, patient lifts, and trapeze bars.

FOR INEXPENSIVE OR ROUTINELY PURCHASED ITEMS:

- Equipment in this category can be purchased or rented; however, the total amount paid for monthly rentals cannot exceed the fee schedule purchase amount.
- Examples of this type of equipment include:

Canes, walkers, crutches, commode chairs, low pressure and positioning equalization pads, home blood glucose monitors, seat lift mechanisms, pneumatic compressors (lymphedema pumps), bed side rails, and traction equipment.

I select the:

Purchase Option _____

Rental Option _____

Beneficiary's Signature

Date

