

MEDICARE DMEPOS SUPPLIER STANDARDS

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. 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. The supplier location must be accessible to beneficiaries during reasonable business hours, and must maintain a visible sign and posted hours of operation.
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 or cell phone 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 calling beneficiaries in order to solicit new business. 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)
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.

Rights, Responsibilities, Rental & Sales Agreement

The title to all rental equipment and all parts remain with the company until the equipment is purchased and paid for in full. Until such time, the patient must promptly notify the company of any equipment failure or damage and of any equipment that is lost or stolen while in their possession. The company shall not be responsible to the patient or caregiver for any personal injury or property damage related to any product, including that caused by improper use of function thereof, the act or omission of any third party, or by any criminal act or activity, fire or act of God. The patient should promptly notify the company of any changes including address, telephone number, insurance coverage, discontinuance of use, and medical status including acquiring an infection requiring hospitalization or a doctor visit. The patient is responsible for any equipment rental and sale charges not covered by the patient's insurance, except where contrary to federal or state laws. In the event the insurance company pays the patient directly, the patient is responsible for forwarding the EOB and insurance check promptly to the company. Patients have the right to considerate and respectful service without regard to race, creed, national origin, sex, age, disability, diagnosis, or religious affiliation. Patients may participate in all decisions regarding his/her care. Patients have the right to confidentiality of all information pertaining to his/her medical services. Patients have the right to reasonable continuity of care and service and the right to voice grievances without fear of termination of service or other reprisal. To file a grievance, please contact us at one of the addresses listed below.

Return Policy

Sales Returns may be accepted in unopened packages and/or salable condition within three (3) days from the date of the original invoice with proof of purchase. Due to health department regulations, no merchandise may be accepted for return if worn next to the skin, food product, used for sanitary or hygienic purposes or it is disposable (electrodes, wipes, creams, etc.) Special ordered items will require a deposit and are non-returnable.

Rent vs. Purchase

Under Medicare rules, payment for certain medical equipment can be made as a monthly rental or in a lump sum purchase depending on the beneficiary's choice. Examples of equipment include, canes, walkers, commodes, seat lift mechanisms. The total payment paid for monthly rentals cannot exceed the fee schedule purchase amount. Beneficiaries should inform their sales representative if they have a preference on a purchase option. 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 beneficiary. After the transfer of ownership, the beneficiary is responsible to arrange and pay for any required equipment service and repairs. Examples of capped equipment include, wheelchairs and nebulizers.

Patient Health Information-Privacy Notice

Please note that we maintain paper & electronic files that may contain private information about you that may include, but are not limited to your name, address, phone number, contact person, height & weight, diagnosis, prognosis, physician(s), prescriptions, plans of service & treatment, vital signs & other clinical impressions, insurance coverage(s), equipment rented & purchased from us, credit card number(s), dates of service, etc. We release, transfer & disclose the above information to third parties to facilitate appropriate provision & review of services & billing for our clients of record. These files are legal documents & are also used for education, evaluating the performance of our organization, marketing & planning purposes. We have measures in place to protect patient health information as required by law. These measures include, but are not limited to, security precautions being in place in our buildings, vehicles, billing software, transactions with government entities, vendors, consultants, surveyors, your family or appointed representative & other appropriate parties, transmission of data to third-parties, telephonic & wireless communications, maintenance, retention & destruction of data, etc. You have the right to amend, restrict, revoke consent to release, examine or obtain copies of the data that we have in your file & have released to others upon request. If you have questions concerning any of the above or would like a complete copy of our HIPAA Privacy Practices, please contact the us at one of the numbers shown below. Effective 8/12/2011.

Insurance Billing Information

R&M REHABILITATION, TOTAL HEALTH & WELLNESS, and KINEX MEDICAL are partner companies. For billing purposes some insurance claims may be processed under the entity of Kinex Medical Company.

Contact Information

Kinex Medical Company, LLC
1801 Airport Rd, Suite D
Waukesha, WI 53188
Phone: 262-513-8440
Fax: 262-513-8446

R&M Rehabilitation, LLC
3330 W Gateway Rd
Brookfield, WI 53045
Phone: 262-754-0460
Fax: 262-754-0463

Total Health & Wellness, LLC
17145 W Bluemound Rd
Brookfield, WI 53005
Phone: 262-754-3939
Fax: 262-754-3942