

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. 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, 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.
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PROBLEM RESOLUTION PROCEDURES

Kerring Group encourages feedback. With feedback, Kerring Group can continue to provide the best level of health care and service available. When you are pleased with your services you receive, please let Kerring Group know.

Despite the best intentions and efforts, however, there are always ways to improve performance. Kerring Group actively solicits this feedback also. Please call Kerring Group's customer service department at **512/451-8853**. Customer service representatives will be able to immediately address and possibly resolve your issues at the time of your call.

Kerring Group has established a formal grievance process to address any unresolved issues. Your concerns will be heard and addressed by management. If a customer service representative is unable to resolve your issue, please use the Problem Resolution Procedures as follows:

1. **Complaint:** If you have any issues, please communicate (either verbally or in writing) to Kerring Group. The Customer Service Dept. will respond and provide resolution.
2. **Grievance:** If the complaint is not adequately resolved by the Customer Service Representative, please use a written communication informing Kerring Group of the issues. Management will respond and provide resolution.
3. **Appeal:** If the complaint is not adequately resolved by management, please use written communication (including Management's actions in this matter) informing Kerring Group of the issues. Senior management **will** provide resolution.

Please allow 10 business days for a response to your complaint. If you do not receive a response after 10 days, please contact The Compliance Team 1-800-291-5353.

Kerring Group is proud of the level of service and professionalism offered to its clients. If you feel the issues have not been appropriately addressed, using the above-listed process, you maintain the right to consider external appeal to the Better Business Bureau. However, please give Kerring Group the chance to address your issues.

Address all inquiries to:

Kerring Group
Problem Resolution Department
PO Box 342347
Austin TX, 787
Voice 512/451-8853

Kerring Group believes that:

With satisfied customers, we will all succeed

Kerring Group Privacy Practices

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

By law, Kerring Group is required to protect the privacy of your personal medical information. Kerring Group is also required to give you this notice to tell you how Kerring Group may use and give out (“disclose”) your personal medical information held by Kerring Group.

Kerring Group must use and give out your personal medical information to provide information:

- To you or someone who has the legal right to act for you (your personal representative),
- To the Secretary of the Department of Health and Human Services, if necessary, to make sure your privacy is protected,
- To law enforcement officials when investigating and/or prosecuting alleged or civil or criminal actions, and
- Where required by law.
- Kerring Group has the right to use and give out your personal medical information to pay for your health care and to operate the Kerring Group program(s). For example:
- To communicate with your Medicare / Medicaid or Private Insurance or health plan providers when you or someone you have authorized to act on your behalf asks for our assistance regarding a benefit or customer service issue.
- To review, make a decision, or litigate your disputed claim, and
- For Medicare, Medicaid, law enforcement, or other legally-responsible Government entity for the purpose of conducting audits.

Kerring Group may use or give out your personal medical information for the following purposes under limited circumstances:

- To State and other federal agencies that have the legal right to receive Kerring Group data (such as to make sure Kerring Group is making proper payments and to assist federal/State Medicaid programs),
- For public health activities (such as reporting disease outbreaks),
- For government healthcare oversight activities (such as fraud and abuse investigations),
- For judicial and administrative proceedings (such as in response to a court order),
- For law enforcement purposes (such as providing limited information to locate a missing person),
- For research studies that meet all privacy law requirements (such as research related to the prevention of disease or disability),
- To avoid a serious and imminent threat to health or safety,
- To contact you about new or changed benefits under Kerring Group, and
- To create a collection of information that can no longer be traced back to you.

By law, Kerring Group must have your written permission (an “authorization”) to use or give out your personal medical information for any purpose that is not set out in this notice. You may take back (“revoke”) your written permission at any time, except if Kerring Group has already acted based on your permission.

By law, you have the right to:

- See and get a copy of your personal medical information held by Kerring Group.
- Have your personal medical information amended if you believe that it is wrong or if information is missing, and Kerring Group agrees. If Kerring Group disagrees, you may have a statement of your disagreement added to your personal medical information.
- Get listings of those getting your personal medical information from Kerring Group. The listing will not cover your personal medical information that was given to you or your personal representative, that was given out to pay for your healthcare or for Kerring Group operations, or that was given out for law enforcement purposes.
- Ask Kerring Group to communicate with you in a different manner or at a different place (for example, by sending materials to a P.O. box instead of your home address).
- Ask Kerring Group to limit how your personal medical information is used and given out to pay your claims and run the Kerring Group program(s). Please note that Kerring Group may not be able to agree to your request.
- Get a separate paper copy of this notice.

If you believe Kerring Group has violated your privacy rights set out in this notice, you may file a complaint with Kerring Group at the following address:

Privacy Complaints
Kerring Group, LLC
2900 W. Anderson Ln. Suite C.
Austin Tx 78757

Filing a complaint will not affect your benefits under Medicare / Medicaid. You also may file a complaint with the Secretary of the Department of Health and Human Services.

For more information on filing a complaint or exercising your rights set out in this notice, call 1-877-451-8852. Ask to speak to a Customer Service Representative about Kerring Group’s privacy notice.

By law, Kerring Group is required to follow the terms in this privacy notice. Kerring Group has the right to change the way your personal medical information is used and given out. If Kerring Group makes any changes, you will get a new notice by mail within 60 days of the change.

The privacy practices are effective April 14, 2003.

Patient'Rights'&'Responsibilities

Client Understands his/her 'Rights'&'Responsibilities''

Patient Rights :

1. The patient has the right to considerate and respectful service.
2. The patient has the right to obtain service without regard to race, creed, national origin, sex, age, disability, diagnosis or religious affiliation.
3. Subject to applicable law, the patient has the right to confidentiality of all information pertaining to his/her medical equipment service. Individuals or organizations not involved in the patient's care, may not have access to the information without the patient's written consent.
4. The patient has the right to make informed decisions about his/her care.
5. The patient has the right to reasonable continuity of care and service.
6. The patient has the right to voice grievances without fear of termination of service or other reprisal in the service process.

Patient Responsibilities:

1. The patient should promptly notify the Home Medical Equipment Company of any equipment failure or damage.
2. The patient is responsible for any equipment that is lost or stolen while in their possession and should promptly notify Home Medical Equipment Company in such instances.
3. The patient should promptly notify the Home Medical Equipment Company of any changes to their address or telephone.
4. The patient should promptly notify the Home Medical Equipment Company of any changes concerning their physician.
5. The patient should notify the Home Medical Equipment Company of discontinuance of use.
6. Except where contrary to federal or state law, the patient is responsible for any equipment rental and sale charges which the patient's insurance company/companies does not pay.