

Patient Information Packet

Healthcare *Equipment*

Contents

**Client/Patient Bill of Rights
and Responsibilities**

Medicare DMEPOS Supplier Standards

Medicare Rental/Purchase Notification

Equipment Warranty Policy

Patient Communication Form

Client/Patient Bill of Rights & Responsibilities

Patient Rights

1. Be fully informed in advance about service/care to be provided, including the disciplines that furnish care and the frequency of visits as well as any modifications to the plan of service/care.
2. Participate in the development and periodic revision of the plan of service/care.
3. Informed consent and refusal of service/care or treatment after the consequences of refusing service/care or treatment are fully presented.
4. Be informed, both orally and in writing, in advance of the service/care being provided, of the charges, including payment for service/care expected from third parties and any charges for which the client/patient will be responsible.
5. Have one's property and person treated with respect, consideration, and recognition of patient dignity and individuality.
6. Be able to identify visiting staff members through proper identification.
7. Be free from mistreatment, neglect, or verbal, mental, sexual, and physical abuse, including injuries of unknown source, and misappropriation of client/patient property.



8. Voice grievances/complaints about treatment/care/service, lack of respect of property or recommend changes in policy, staff or service/care without restraint, interference, coercion, discrimination or reprisal.
9. Have grievances/complaints regarding treatment or care that is (or fails to be) furnished, or lack of respect of property investigated.
10. Choose a health care provider.
11. Confidentiality and privacy of all information contained in the Patient Record and of Protected Health Information.
12. Be advised on company policies and procedures regarding the disclosure of clinical records.
13. Receive appropriate service/care without discrimination in accordance with physician orders.
14. Be informed of any financial benefits when referred to an organization.
15. Be fully informed of one's responsibilities.
16. Be informed of provider scope of services and any specific service/care limitations.
17. Be informed of patient rights under state law to formulate advanced care directives.
18. Be informed of anticipated outcomes of service/care and of any barriers in outcome achievement.

Patient Responsibilities

1. Patient will not modify or alter the equipment provided without consent of the company.
2. Patient will use, maintain, and clean equipment only in a manner consistent with the physician prescription, company instructions, and manufacturer guidelines.
3. It is the responsibility of the patient to report any difficulties regarding use of the equipment to the company (and the physician, as necessary).
4. When required, while title to the equipment remains with company, patient will return equipment to company in good operating condition, less any allowance for reasonable wear and tear.
5. Equipment damage, loss, or malfunction that fall outside the scope or term of any warranty will be the responsibility of the patient to pay for.
6. Patient is responsible for payment of any non-covered charges.
7. Patient will ensure a safe home environment for any company service personnel making a visit.
8. Equipment must be made available to company staff for required maintenance, repairs, and/or recalls.



9. Patient or responsible party must notify company when patient is hospitalized during the rental period of any durable medical equipment.
10. Patient must inform company of any changes in the following as soon as possible:
 - a. Address
 - b. Phone number(s)
 - c. Name (i.e., marriage, divorce, etc.)
 - d. Other contact information
 - e. Physician
 - f. Prescription(s)
 - g. Equipment malfunctions or failures
 - h. Insurance information

Medicare DMEPOS Supplier Standards

Mercy Health Healthcare Equipment adheres to all of the following CMS standards for DMEPOS suppliers:

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 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.
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. Failure to maintain required insurance at all times will result in revocation of the supplier's billing privileges retroactive to the date the insurance lapsed.
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.
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 Supplier 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/services for which the supplier is accredited in order for the supplier to receive payment of those specific products/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 (applicable only to those suppliers in States that require oxygen licensure).
28. All suppliers are required to maintain ordering and referring documentation consistent with the provisions found in §424.516(f).
29. Except as specified, suppliers are prohibited from sharing a practice location with any other Medicare supplier or provider.
30. Except as specified, suppliers must be open to the public a minimum of 30 hours per week.

Medicare Rental/ Purchase Notification

Medicare defines durable medical equipment as being either a capped rental or an inexpensive or routinely purchased item.

Capped Rental Items

Examples of this type of equipment include hospital beds, wheelchairs, alternating pressure pads, nebulizers, suction pumps, continuous airway pressure (CPAP/BiPAP) devices, patient lifts, and trapeze bars.

- 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.

Inexpensive or Routinely Purchased Items

Examples of this type of equipment include canes, walkers, crutches and commode chairs.

- Equipment in this category can be purchased or rented; however, it is the policy of Mercy Health Healthcare Equipment to only sell inexpensive or routinely purchased items.



Oxygen

As of January 1, 2006, Medicare included oxygen as a capped rental item. Medicare now pays the provider for a maximum of 36 months. You can continue to keep and use the oxygen equipment after the 36th month and the provider who is billing Medicare for your oxygen at the 36th month is required to service and maintain your oxygen equipment afterwards. You are still responsible to pay your co-payments when any maintenance and service is completed and billed by that provider, who continues to hold the title to (ownership of) that equipment.

Once the reasonable useful lifetime of the equipment has been reached (at 60 months/5 years), your provider will send you a letter explaining that you will be allowed to restart the same 36-month process. Ownership of the equipment remains with the provider. Medicare does not require a provider to continue maintenance or service once the 60 months has been reached unless you elect to restart a new 36-month option.

Equipment Warranty Policy

Every product sold or rented by our company carries a manufacturer's warranty. Our organization will notify all Medicare beneficiaries of the warranty coverage and we will honor all warranties under applicable law. Our organization will repair or replace, free of charge, Medicare-covered equipment during the rental period. An owner's manual with warranty information will be provided to beneficiaries upon request for all durable medical equipment.

Complaint Procedure

Dear Patient:

Our goal is to provide nothing but the highest quality of services to our patients; this is why your concerns are our concerns. If you have any concerns about the services you are receiving from our organization, we would like to hear from you.

You may contact our customer service representatives at 231-672-4711. If they are not able to resolve your concern, the concern will be forwarded to the manager, who will contact you within three business days.

We have also provided hotline numbers if you may have a concern regarding fraud and abuse or any treatment or services provided by our organization.

- Medicare Hotline: 800-447-8477
- Mercy Health Integrity Line: 866-477-4661
- Accreditation Commission for Health Care: 919-785-1215

Sincerely,

The Management of
Mercy Health Healthcare Equipment



Patient Communication Form

Please list your comments, both good and bad, and your suggestions on the reverse side.

Individual Completing Form

Date of Form Completion

Name of Affected Individual

Phone Number

Address

City, State, Zip

Beneficiary's Insurance Claim Number

Cut here 

HEALTHCARE EQUIPMENT

Muskegon

Mercy Campus, Pavilion
1150 E. Sherman Boulevard, Suite 1300
Muskegon, MI 49444
231-672-4711 • 800-290-6016

Grand Rapids

Saint Mary's Campus
200 Jefferson Avenue SE
Grand Rapids, MI 49503
616-685-5335

MercyHealthHME.com

BeRemarkable.®

MercyHealth.com