

## Medicare Supplier 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. An authorized individual (one whose signature is binding) must sign the enrollment 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 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.
11. A supplier is prohibited from direct solicitation to Medicare beneficiaries . For complete details on this prohibition see 42 CFR 424.57 (c) (11).
12. A supplier is responsible for delivery and must instruct beneficiaries on use of Medicare covered items and maintain proof of delivery and beneficiary instruction.
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 standards to each beneficiary it supplies a Medicare -covered item.
17. A supplier must disclose 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. A supplier 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 provider.
28. A supplier must maintain ordering and referring documentation consistent with provisions found in 42 C.F.R. 424.516(f)
29. A supplier is prohibited from sharing a practice location with other Medicare providers and suppliers .
30. 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 ADAPTIVE MEDICAL MARKETING, INC. should be informed of their rights. Therefore, you are entitled to:

1. Be treated with dignity, courtesy, friendliness, and to have your personal property respected.
2. Receive reasonable coordination and continuity of services from the referring agency to home medical equipment services.
3. Receive a timely response from when home care equipment or additional information is needed or requested.
4. Be fully informed of ADAPTIVE MEDICAL MARKETING, INC. policies, procedures and charges for services and equipment, including eligibility for third party reimbursement.
5. Receive an explanation of all forms you are requested to sign.
6. Receive home care equipment and services regardless of race, religion, political belief, sex, social status, age or handicap.
7. Receive proper identification from personnel providing services.
8. Participate in decisions concerning home care equipment needs, including the right to refuse service within the confines of the law.
9. Participate in decisions surrounding the formulation of advance directives (i.e., living wills) and/or the consideration of ethical issues that may arise.
10. Have all of your records (except as otherwise provided for by law or third party payer contracts) and all communications, written or oral, treated confidentially.
11. Access to all health records pertaining to you and to challenge and have your records corrected for accuracy.
12. Express dissatisfaction and suggest changes in any service without fear of coercion, discrimination, reprisal or unreasonable interruption in service.
13. Receive information on ADAPTIVE MEDICAL MARKETING, INC.'s mechanism for receiving, reviewing and resolving complaints or concerns.
14. Be assured that your rights are honored by all ADAPTIVE MEDICAL MARKETING, INC. Staff.
15. Be informed of your responsibilities regarding home care equipment and services.

### **CONSUMER COMPLAINT & ABUSE HOTLINES**

\* In the event of a complaint which is not resolved, the client or immediate family 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

\*If your concerns meet the definition of an emergency situation: First call 911 then call the Abuse Hotline.

\*To report Medicaid Fraud call: 1-866-966-7226

\* To report Medicare Fraud call: 1-800-MEDICARE(1-800-633-4227)

## **Customer Responsibilities**

1. Customer agrees that rental equipment will be used with reasonable care, not altered or modified, and returned in good condition (normal wear expected). Rental equipment shall at all times remain the property of ADAPTIVE MEDICAL MARKETING, INC..
2. Customer agrees to promptly report to ADAPTIVE MEDICAL MARKETING, INC. any malfunctions or defects in rental equipment so that repair/replacement can be arranged.
3. Customer agrees to provide ADAPTIVE MEDICAL MARKETING, INC. access to all rental equipment for repair/replacement, maintenance and/or pick-up of the equipment.
4. Customer agrees to use the equipment for the purpose so indicated and in compliance with the physician's prescription. Customer agrees to keep the equipment in their possession and at the address to which it was delivered unless otherwise authorized by ADAPTIVE MEDICAL MARKETING, INC..
5. Customer agrees to notify ADAPTIVE MEDICAL MARKETING, INC. of any hospitalizations or change in health insurance, address, telephone number, physician, or when the medical need for rental equipment no longer exists.
6. Customer agrees to accept all financial responsibility for home medical equipment furnished by ADAPTIVE MEDICAL MARKETING, INC..

## **Assignment/ Signature on file Agreement**

I request that payment of authorized medical benefits be made to ADAPTIVE MEDICAL MARKETING, INC. for any covered service furnished to me. In cases where ADAPTIVE MEDICAL MARKETING, INC. agrees to accept assignment, ADAPTIVE MEDICAL MARKETING, INC. 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 ADAPTIVE MEDICAL MARKETING, INC. any payment made directly to me by insurance for services provided by ADAPTIVE MEDICAL MARKETING, INC. on an assigned basis. I understand that ADAPTIVE MEDICAL MARKETING, INC. 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 ADAPTIVE MEDICAL MARKETING, INC.. It is my responsibility to inform ADAPTIVE MEDICAL MARKETING, INC. if I relocate, no longer need the equipment, or am admitted to a hospital or nursing center. I shall also inform ADAPTIVE MEDICAL MARKETING, INC. 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 or 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 ADAPTIVE MEDICAL MARKETING, INC.

# **ADAPTIVE MEDICAL MARKETING, INC.**

## **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”), ADAPTIVE MEDICAL MARKETING, INC. 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 ADAPTIVE MEDICAL MARKETING, INC. must maintain in relation to your protected health information. This Notice of Uses is being provided to help you understand how ADAPTIVE MEDICAL MARKETING, INC. meets these minimum standards. It is also meant to inform you of the ways that ADAPTIVE MEDICAL MARKETING, INC. 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, ADAPTIVE MEDICAL MARKETING, INC. is required to inform you of how it may use your protected health information. In providing treatment to you, ADAPTIVE MEDICAL MARKETING, INC. will use your protected health information for the purposes of treatment, payment and healthcare operations.**

**Treatment- As it pertains to ADAPTIVE MEDICAL MARKETING, INC., 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 ADAPTIVE MEDICAL MARKETING, INC. 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 ADAPTIVE MEDICAL MARKETING, INC. 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 ADAPTIVE MEDICAL MARKETING, INC. 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 ADAPTIVE MEDICAL MARKETING, INC..

Healthcare operations also include ADAPTIVE MEDICAL MARKETING, INC. 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, ADAPTIVE MEDICAL MARKETING, INC. must obtain a specific signed authorization form from you. You may revoke such authorization at any time, except to the extent ADAPTIVE MEDICAL MARKETING, INC. 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. ADAPTIVE MEDICAL MARKETING, INC. may in the following circumstances disclose your protected health information.

1. ADAPTIVE MEDICAL MARKETING, INC. 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. ADAPTIVE MEDICAL MARKETING, INC. 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. ADAPTIVE MEDICAL MARKETING, INC. may disclose protected health information to others as required by law.
4. ADAPTIVE MEDICAL MARKETING, INC. may disclose protected health information for certain public health activities and purposes.
5. ADAPTIVE MEDICAL MARKETING, INC. 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. ADAPTIVE MEDICAL MARKETING, INC. may disclose protected health information for law enforcement purposes and in response to court orders or subpoenas.
7. ADAPTIVE MEDICAL MARKETING, INC. may disclose protected health information to agencies authorized by law to conduct health oversight activities, including audits, investigations, licensing and similar activities.
8. ADAPTIVE MEDICAL MARKETING, INC. may disclose protected health information to attorneys, accountants, and others acting on behalf of ADAPTIVE MEDICAL MARKETING, INC., provided they have signed written contracts agreeing to safeguard the confidentiality of the information.
9. ADAPTIVE MEDICAL MARKETING, INC. may leave messages for you on your answering machine or at an alternative phone number or contact that you have given us for that purpose.
10. ADAPTIVE MEDICAL MARKETING, INC. may mail marketing information, as requested by you, while you are a customer of ADAPTIVE MEDICAL MARKETING, INC..

## **YOUR RIGHTS AS A PATIENT OF ADAPTIVE MEDICAL MARKETING, INC.**

**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, ADAPTIVE MEDICAL MARKETING, INC. 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 ADAPTIVE MEDICAL MARKETING, INC.**

**In accordance with HIPAA, ADAPTIVE MEDICAL MARKETING, INC. 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 information it may accumulate about you and is obligated to abide by the terms of this notice.**
- 3. 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.**
- 4. Post its Notice of Uses on its website at [www.adaptivemedicalmark.com](http://www.adaptivemedicalmark.com)**
- 5. Please be advised that in addition to these responsibilities, ADAPTIVE MEDICAL MARKETING, INC. reserves 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 ADAPTIVE MEDICAL MARKETING, INC.. ADAPTIVE MEDICAL MARKETING, INC. 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**

**If you have question, would like additional information or, if you suspect misuse of your protected health information and believe that your rights have been violated, you may, without fear of retaliation, contact**

**The Office Of Civil  
U.S. Department of Health & Human Services  
200 Independence Avenue  
Room 509F HHH Building  
Washington D.C., 20201  
1(800)368-1019**

**OR ADAPTIVE MEDICAL MARKETING, INC.  
1378 BELLEFONTAINE AVE.  
LIMA, OH. 45804  
(419)224-5410**