

## 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.
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.
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 of and must instruct beneficiaries on the 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 cost either directly; or through a service contract with another company, any 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 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 for 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 CFR § 424.57 (d).
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 CFR § 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.

We accept returns of most new, unopened items for a refund or exchange within 10 days of the shipment date. To make a return or exchange, please contact Customer Care at 1-848-999-9555.

Returns are subject to the following criteria:

1. All returns must be authorized by us to be given credit.
2. Items must be returned within 10 days of shipment or delivery.
3. Return shipping is the responsibility of the customer. We recommend using a secure shipping method to send the item so it can be tracked. We are not responsible for items lost during shipping and cannot process the return until the item is received.
4. Credits will be given after receipt of product and warehouse inspection and approval of saleable condition. Refunds will be issued in the original form of payment used to purchase the item.

Orders cancelled after the item has shipped are subject to standard return policies.

A product is *not returnable* if:

1. The packaging is not in resalable condition (written on, opened, safety seal broken, not in original packaging).
2. The item is expired or will expire within 180 days.
3. The item is food or nutritional item.
4. The item is considered bath safety equipment (i.e., shower chair, shower bench, transfer bench, tub rails, scales, or toilet seats.)
5. The item is a special/custom order item (i.e., custom support belts, custom pouches.)
6. The item is considered a hygiene-related product, including but not limited to, stockings/hose, hernia belts, Options™ undergarments.

Specialty devices, unless damaged or substandard, are non-returnable. These items include, but are not limited to, the following: breast pumps, range of motion, lymphedema, airway clearance, light therapy, speech generating, bone growth, INR, erectile dysfunction, pleural drainage, insulin pump, continuous glucose monitoring devices and supplies, and Omnipod® products.

### **Defective, Missing or Incorrect Items**

Immediately upon receipt, please inspect the package contents to make sure they meet your expectations and match the packing slip. We apologize for any discrepancies, shortages, or damaged items. Please contact us within 48 hours (or 2 business days) of receiving the shipment. Your order will be corrected as quickly as possible.

### **Scooters**

- Frame: Limited Lifetime Warranty
- Electronics: 12 months limited warranty
- Battery: 6 months
- Parts replaced after the original warranty has expired will be covered by a three-month warranty.
- Wearable items will not generally be covered under the normal warranty period which includes but not limited to the seat assembly or cover, tires, shroud, armrests, footplates, and lights.

### **Power Chairs**

- Frame: Limited Lifetime Warranty
- Electronics: 12 months limited warranty
- Battery: 6 months
- Parts replaced after the original warranty has expired will be covered by a three months warranty.
- Wearable items will not generally be covered under the normal warranty period which includes but not limited to the seat assembly or cover, tires, shroud, armrests, footplates, and lights.

### **Manual Wheelchairs**

- Frame: Limited Lifetime Warranty for the lifetime of the original consumer purchaser.
- The warranty does not extend to non-durable components, such as rubber accessories, casters, and grips, which are subject to normal wear and need periodic replacement.

### **Canes & Crutches**

- Frame: Limited Lifetime Warranty for the lifetime of the original consumer purchaser.
- The warranty does not extend to non-durable components, such as rubber accessories, casters, and grips, which are subject to normal wear and need periodic replacement.

### **Walkers and Rollators**

- Limited Lifetime Warranty for the lifetime of the original consumer purchaser.
- The warranty does not extend to non-durable components, such as rubber accessories, casters, and grips, which are subject to normal wear and need periodic replacement.

**Return / Warranty Policy**

- Used items are not eligible for return and are covered under their respective warranty.
- Warranty does not cover device failure due to owner misuse or negligence, or normal wear and tear. The warranty does not extend to non-durable components, such as rubber accessories, casters, and grips, which are subject to normal wear and need periodic replacement.
- PeopleCare is not responsible for any return shipping damage or loss of returned packages. PeopleCare shall review and inspect all items returned to us within three (3) business days of receipt. Notice shall be provided to customers for items not deemed covered under warranty and customers shall be required to authorize the return within fourteen (14) days of notice or the item shall be discarded.

**Please send all approved returns (unless instructed otherwise) to the following address:**

PeopleCare Solutions

220 Davidson Ave, Suite 3D, Somerset, New Jersey 08873



220 Davidson Ave, Suite 3D,  
Somerset NJ 08873  
(Office) 848-999-9555  
(Fax) 848-456-7053

Orthotics, Durable Medical Equipment, Surgical and Orthopedic supplies

Email: info@PeopleCareSolutions.com

### BENEFICIARY COMPLAINT POLICY

It is important for patients and/or their caregivers to have an opportunity to express concerns or complaints regarding the care received. This form is available to our patients to identify problems or concerns.

The problem or concern will be investigated and a representative from the facility will contact you with the plan of action to address the problem

We will acknowledge your complaint in writing within 5 business days. We will come to a resolution within 14 business days.

You may contact Vedaswi Bondili (compliance officer @ 848-999-9555).

If you are not satisfied you may also contact the BOC (877-776-2200) and/or CMS 800-633-4227 or New Jersey State complaints department at 800-242-5846.

*We thank you for bringing your complaint to our attention.*

Name of beneficiary or Caregiver:

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Address: \_\_\_\_\_

Street City State Zip Code

Phone: \_\_\_\_\_

Email Address (if available): \_\_\_\_\_

Medicare Number: \_\_\_\_\_

Date of Incident: \_\_\_\_\_

Date of Complaint: \_\_\_\_\_

Describe the complaint:

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How can we help remedy this problem?

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Signature

Date Complaint Taken

INVESTIGATION FINDINGS:

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ACTION TAKEN:

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Signature

Date Patient Notified of Findings



Orthotics, Durable Medical Equipment, Surgical and Orthopedic supplies

220 Davidson Ave, Suite 3D,  
Somerset NJ 08873  
(Office) 848-999-9555  
(Fax) 848-456-7053

Email: [info@PeopleCareSolutions.com](mailto:info@PeopleCareSolutions.com)

**TERMINATION OF SERVICE FORM**

Patient full name:

Patient DOB:

Patient ID:

Equipment terminated:

Date of service:

Date of termination:

Reason for termination:

- Transfer for alternative service or
- Patient's refusal of care

Comments:

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Patient signature:

Date:

DME Technician/manager signature: