

**Star Medical Specialties**  
**CLIENT/PATIENT HANDOUTS**  
**CLIENT/PATIENT BILL OF RIGHTS AND RESPONSIBILITIES**

We believe that all client/patients receiving services from Star Medical Specialties should be informed of their rights. Therefore, you are entitled to:

1. Receive reasonable coordination and continuity of services from the referring agency for home medical equipment services.
2. Receive a timely response from Star Medical Specialties when homecare services/care is needed or requested.
3. Be fully informed in advance about service/care to be provided and any modifications to the Plan of Service/Care.
4. Participate in the development and periodic revision of the Plan of service/care.
5. Informed consent and refusal of service/care or treatment after the consequences of refusing service/care or treatment are fully presented.
6. Be informed in advance of the charges, including payment for service/care expected from third parties and any charges for which the client/patient will be responsible.
7. Have one's property and person treated with respect, consideration, and recognition of client/patient dignity and individuality.
8. Be able to identify visiting staff members through proper identification.
9. Voice grievances/complaints or recommend changes in policy, staff or service/care without restraint, interference, coercion, discrimination or reprisal.
10. Choose a health care provider.
11. Confidentiality and privacy of all information contained in the client/patient record and of Protected Health Information.
12. Receive appropriate service/care without discrimination in accordance with physician orders.
13. Be informed of any financial benefits when referred to an organization.
14. Be fully informed of one's responsibilities.
15. Be informed of provider service/care limitations.
16. Be informed of client/patient rights under state law to formulate advance care directives.
17. Be informed of anticipated outcomes of service/care and of any barriers in outcome achievement.
18. Receive reasonable coordination and continuity of services from the referring agency for home medical equipment services
19. Receive a timely response from Star Medical Specialties when homecare services or care are needed or requested
20. Be fully informed in advance about service or care to be provided, and any modifications to the Plan of Service or the Plan of Care
21. Participate in the development and periodic revision of the Plan of Service or the Plan of Care

**CLIENT RESPONSIBILITIES**

1. Client agrees that rental equipment will be used with reasonable care, not altered or modified, and returned in good condition (normal wear and tear excepted).
2. Client agrees to promptly report to Star Medical Specialties any malfunctions or defects in rental equipment so that repair/ replacement can be arranged.
3. Client agrees to provide Star Medical Specialties access to all rental equipment for repair/replacement, maintenance, and/or pick-up of the equipment.
4. Client agrees to use the equipment for the purposes so indicated and in compliance with the physician's prescription.
5. Client agrees to keep the equipment in their possession and at the address to which it was delivered unless otherwise authorized by Star Medical Specialties

6. Client agrees to notify Star Medical Specialties of any hospitalization, change in customer insurance, address, telephone number, physician, or when the medical need for the rental equipment no longer exists.
7. Client agrees to request payment of authorized Medicare, Medicaid, or other private insurance benefits are paid directly to Star Medical Specialties for any services furnished by Star Medical Specialties.
8. Client agrees to accept all financial responsibility for home medical equipment furnished by Star Medical Specialties
9. Client agrees to pay for the replacement cost of any equipment damaged, destroyed, or lost due to misuse, abuse or neglect.
10. Client agrees not to modify the rental equipment without the prior consent of Star Medical Specialties
11. Client agrees that any authorized modification shall belong to the titleholder of the equipment unless equipment is purchased and paid for in full.
12. Client agrees that title to the rental equipment and all parts shall remain with Star Medical Specialties at all times unless equipment is purchased and paid for in full.
13. Client agrees that Star Medical Specialties shall not insure or be responsible to the client for any personal injury or property damage related to any equipment; including that caused by use or improper functioning of the equipment; the act or omission of any other third party, or by any criminal act or activity, war, riot, insurrection, fire or act of God
14. Client understands that Star Medical Specialties retains the right to refuse delivery of service to any client at any time.
15. Client agrees that any legal fees resulting from a disagreement between the parties shall be borne by the unsuccessful party in any legal action taken.

When the client/patient is unable to make medical or other decisions, the family should be consulted for direction.

All staff members will understand and be able to discuss the Client Bill of Rights and Responsibilities with the client/patient and caregiver(s). Each staff member will receive training during orientation and attend an annual in-service education class on the Client Bill of Rights and Responsibilities.

The client/patient and caregiver(s) will also receive a copy of the DMEPOS Supplier Standards, which is included in the Client/Patient Handouts forms.

# Medicare DMEPOS Supplier Standards

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**All Medicare DMEPOS suppliers must be in compliance with these Supplier Standards in order to obtain and retain their billing privileges. These standards, in their entirety, are listed in 42 C.F.R. pt. 424, sec 424.57(c) and went into effect December 11, 2000. A supplier must disclose these standards to all customers/patients who are Medicare beneficiaries (standard 16). A shortened version has been created to help suppliers comply with this requirement.**

- (1) Operates its business and furnishes Medicare-covered items in compliance with all applicable Federal and State licensure and regulatory requirements;
- (2) Has not made, or caused to be made, any false statement or misrepresentation of a material fact on its application for billing privileges. (The supplier must provide complete and accurate information in response to questions on its application for billing privileges. The supplier must report to CMS any changes in information supplied on the application within 30 days of the change.);
- (3) Must have the application for billing privileges signed by an individual whose signature binds a supplier;
- (4) Fills orders, fabricates, or fits items from its own inventory or by contracting with other companies for the purchase of items necessary to fill the order. If it does, it must provide, upon request, copies of contracts or other documentation showing compliance with this standard. 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 Government Executive Branch procurement or nonprocurement program or activity;
- (5) Advises beneficiaries that they may either rent or purchase inexpensive or routinely purchased durable medical equipment, and of the purchase option for capped rental durable medical equipment, as defined in §414.220(a) of this subchapter. (The supplier must provide, upon request, documentation that it has provided beneficiaries with this information, in the form of copies of letters, logs, or signed notices.);
- (6) Honors all warranties expressed and implied under applicable State law. A supplier must not charge the beneficiary or the Medicare program for the repair or replacement of Medicare covered items or for services covered under warranty. This standard applies to all purchased and rented items, including capped rental items, as described in §414.229 of this subchapter. The supplier must provide, upon request, documentation that it has provided beneficiaries with information about Medicare covered items covered under warranty, in the form of copies of letters, logs, or signed notices;
- (7) Maintains a physical facility on an appropriate site. The physical facility must contain space for storing business records including the supplier's delivery, maintenance, and beneficiary communication records. For purposes of this standard, a post office box or commercial mailbox is not considered a physical facility. In the case of a multi-site supplier, records may be maintained at a centralized location;
- (8) Permits CMS, or its agents to conduct on-site inspections to ascertain supplier compliance with the requirements of this section. The supplier location must be accessible during reasonable business hours to beneficiaries and to CMS, and must maintain a visible sign and posted hours of operation;
- (9) Maintains a primary business telephone listed under the name of the business locally or toll-free for beneficiaries. The supplier must furnish information to beneficiaries at the time of delivery of items on how the beneficiary can contact the supplier by telephone. The exclusive use of a beeper number, answering service, pager, facsimile machine, car phone, or an answering machine may not be used as the primary business telephone for purposes of this regulation;
- (10) Has a comprehensive liability insurance policy 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. In the case of a supplier that 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) Must agree not to contact a beneficiary by telephone when supplying a Medicare-covered item unless one of the following applies:
  - (i) The individual has given written permission to the supplier to contact them by telephone concerning the furnishing of a Medicare-covered item that is to be rented or purchased.
  - (ii) The supplier has furnished a Medicare-covered item to the individual and the supplier is contacting the individual to coordinate the delivery of the item.
  - (iii) If the contact concerns the furnishing of a Medicare-covered item other than a covered item already furnished to the individual, the supplier has furnished at least one covered item to the individual during the 15-month period preceding the date on which the supplier makes such contact.

# Medicare DMEPOS Supplier Standards

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- (12) Must be responsible for the delivery of Medicare covered items to beneficiaries and maintain proof of delivery. (The supplier must document that it or another qualified party has at an appropriate time, provided beneficiaries with necessary information and instructions on how to use Medicare-covered items safely and effectively);
- (13) Must answer questions and respond to complaints a beneficiary has about the Medicare-covered item that was sold or rented. A supplier must refer beneficiaries with Medicare questions to the appropriate carrier. A supplier must maintain documentation of contacts with beneficiaries regarding complaints or questions;
- (14) 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. The item must function as required and intended after being repaired or replaced;
- (15) Must accept returns from beneficiaries 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);
- (16) Must disclose these supplier standards to each beneficiary to whom it supplies a Medicare-covered item;
- (17) Must comply with the disclosure provisions in §420.206 of this subchapter;
- (18) Must not convey or reassign a supplier number;
- (19) Must have a complaint resolution protocol to address beneficiary complaints that relate to supplier standards in paragraph (c) of this section and keep written complaints, related correspondence and any notes of actions taken in response to written and oral complaints. Failure to maintain such information may be considered evidence that supplier standards have not been met. (This information must be kept at its physical facility and made available to CMS, upon request.);
- (20) Must maintain the following information on all written and oral beneficiary complaints, including telephone complaints, it receives:
- (i) The name, address, telephone number, and health insurance claim number of the beneficiary.
  - (ii) A summary of the complaint; the date it was received; the name of the person receiving the complaint, and a summary of actions taken to resolve the complaint.
  - (iii) If an investigation was not conducted, the name of the person making the decision and the reason for the decision.
- (21) Provides to CMS, upon request, any information required by the Medicare statute and implementing regulations.
- (22) All suppliers of DMEPOS and other items and services 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.
- (23) All DMEPOS suppliers must notify their accreditation organization when a new DMEPOS location is opened. The accreditation organization may accredit the new supplier location for three months after it is operational without requiring a new site visit.
- (24) All DMEPOS supplier locations, whether owned or subcontracted, must meet the DMEPOS quality standards and be separately accredited in order to bill Medicare. An accredited supplier may be denied enrollment or their enrollment may be revoked, if CMS determines that they are not in compliance with the DMEPOS quality standards.
- (25) All DMEPOS suppliers must disclose upon enrollment all products and services, including the addition of new product lines for which they are seeking accreditation. If a new product line is added after enrollment, the DMEPOS supplier will be responsible for notifying the accrediting body of the new product so that the DMEPOS supplier can be re-surveyed and accredited for these new products.

## **Star Medical Specialties**

### **HOME HEALTH HOTLINE**

#### **HHS-TIPS HOTLINE INFORMATION**

Star Medical Specialties makes available to all employees the toll-free Hotline that has been activated by the United States Department of Health and Human Services. The toll-free hotline is 1-800-HHS-TIPS (1-800-447-8477) and accepts calls concerning alleged fraud against the Medicare and Medicaid programs. Also, written allegations and supporting documentation can be mailed to:

## **OFFICE OF INSPECTOR GENERAL DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**HHS-TIPS HOTLINE  
P.O. BOX 23489  
WASHINGTON, D.C. 20026**

**1-800-HHS-TIPS  
1-800-447-8477  
Mon – Fri, 8am-5:30pm EST**

You may also make inquiries or complaints about this company by calling your local Social Services Department and/or Health Quality Association on Accreditation (HQAA).

**HQAA HOTLINE  
(866) 684-7911  
24 Hours**