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Director

January 12, 2022

BY ELECTRONIC MAIL

Mr. Imran Siddiqui, President
Breathe Rite Medical and Surgical Equipment LLC
1285 South Broad Street
Trenton, NJ 08610

Re: Final Audit Report — Breathe Rite Medical and Surgical Equipment LLC

Dear Mr. Siddiqui:

As part of its oversight of the Medicaid program (Medicaid), the New Jersey Office of the State Comptroller, Medicaid Fraud Division (OSC) conducted an audit of claims Breathe Rite Medical and Surgical Equipment, LLC (Breathe Rite) submitted under National Provider Identification Number [REDACTED] and Medicaid Provider Number [REDACTED] for the period from May 16, 2014 through May 15, 2019 (audit period). OSC hereby provides you with this Final Audit Report (FAR).

Executive Summary

Breathe Rite, located in Trenton, New Jersey, is a medical equipment supply store and durable medical equipment (DME) provider that specializes in orthotics, prosthetics, blood pressure machines, and power mobility devices. Breathe Rite became a New Jersey Medicaid provider in 2011.

OSC reviewed Medicaid claims paid to Breathe Rite during the audit period to determine whether Breathe Rite billed for DME and medical supplies in accordance with applicable state and federal laws and regulations.

During the audit period, Breathe Rite submitted 21,614 claims under 203 unique Healthcare Common Procedure Coding System (HCPCS) codes to the Medicaid program for which the program paid Breathe Rite \$2,702,551. This audit focused on the claims that Breathe Rite submitted to Horizon NJ Health (Horizon), one of the five managed care

organizations (MCO) in New Jersey's Medicaid program, which accounted for 96 percent of the claims that Breathe Rite billed to Medicaid during the audit period. The adjusted audit universe consisted of 18,457 claims Breathe Rite billed under 192 unique HCPCS codes for which Horizon paid Breathe Rite \$2,600,135. From this audit universe, OSC statistically selected a sample of 39 unique beneficiaries for whom Breathe Rite submitted 303 claims for which Horizon paid Breathe Rite a total of \$77,610.

OSC found that Breathe Rite failed to comply with state regulations for 144 of the 303 claims sampled (48 percent), totaling \$13,048 out of the \$77,610 sample paid claims (17 percent). In general, OSC found that Breathe Rite violated *N.J.A.C. 10:49-9.8* by not maintaining documentation that fully disclosed the services provided or by improperly billing HCPCS codes. Specifically, OSC found that Breathe Rite submitted claims for which it lacked adequate supporting documentation (e.g., no prescription or Certificate of Medical Necessity (CMN)) and claims that lacked proof of delivery or other documentation showing that Breathe Rite had provided the services billed. In addition, OSC found that Breathe Rite upcoded claims (used HCPCS codes that result in a higher reimbursement than warranted); overbilled (billed for more units than provided); and underbilled (billed for a HCPCS code that resulted in a lower reimbursement than warranted).

For purposes of ascertaining a final recovery amount, OSC extrapolated the net error dollars for claims that failed to comply with state regulations to the total dollar value of claims in the universe from which the sample of claims was drawn, which in this case was 18,457 claims with a total payment of \$2,600,135. By extrapolating the net dollars in error over the entire audit universe, OSC calculated that Breathe Rite improperly received an overpayment of \$411,277 that it must repay to the Medicaid program.

Background

The New Jersey Department of Human Services, Division of Medical Assistance and Health Services (DMAHS) contracts with five MCOs to administer certain provision of health care services to Medicaid beneficiaries in New Jersey. That contract requires MCOs and their network providers, including Breathe Rite, to adhere to applicable state and federal laws and regulations.

OSC reviewed Breathe Rite's claims to determine whether they complied with the state Medicaid program's recordkeeping and DME requirements. Pursuant to *N.J.A.C. 10:49-9.8*, providers must "keep such records as are necessary to disclose fully the extent of services provided." In the DME context, providers, at a minimum, must maintain a legible, dated prescription for the DME item that is signed by the prescribing practitioner and references the diagnosis and item prescribed. *See N.J.A.C. 10:59-1.5.*

DME is defined by *N.J.A.C. 10:59-1.2* as "an item or apparatus, other than hearing aids and certain prosthetic and orthotic devices . . . which . . . is primarily and customarily prescribed to serve a medical purpose and is medically necessary . . . is not useful to a

beneficiary in the absence of a disease, illness, injury or disability and is capable of withstanding repeated use.” According to *N.J.A.C. 10:55-1.2*, an orthotic appliance is a device or a brace used to provide support and increased function and to overcome physical impairment or defects. Similarly, a prosthetic appliance is a functional replacement, corrective, or supportive device. In general, prosthetics artificially replace a missing portion of the body, prevent or correct physical deformity or malfunction, or support a weak or deformed portion of the body.

The audit universe of claims consisted of orthotic devices (an artificial support or brace) and non-orthotic devices, including the following: wheelchairs (manual and power mobility devices) and accessories; automatic blood pressure monitors; transcutaneous electrical nerve stimulation (TENS) units; nebulizers; benches, stools and commodes; walkers, canes, crutches and accessories; hospital beds and accessories; compression stockings; and other miscellaneous medical supplies (e.g., incontinence supplies, gauze, and other small medical supplies). Table I provides a breakdown of the audit universe by category, dollar amount, number of claims, and percentage of claims within the audit universe. (See Exhibit I for a list of HCPCS codes organized by claim category that are part of the audit sample.)

Table I
Total Claims Billed and Paid by Category
Based on the Audit Universe

Category Description	Number of Claims	Dollar Amount	Percentage of Dollars By Category
Orthotic Devices	5,802	\$1,407,472	54%
Wheelchairs (Power and Manual) and Accessories	2,087	\$473,556	18%
Auto Blood Pressure Machine	3,127	\$306,844	12%
TENS Unit and Supplies	2,143	\$153,275	6%
Nebulizer and Accessories	2,156	\$67,048	3%
Benches, Stools, Chairs and Commodes	635	\$54,698	2%
Walkers and Accessories, Crutches and Canes	1,245	\$44,333	2%
Hospital Beds and Accessories	492	\$39,181	1%

Gradient Compression Stockings	450	\$32,968	1%
Miscellaneous*	320	\$20,760	1%
Grand Total	18,457	\$2,600,135	100%

*Miscellaneous refers to Incontinence Supplies, Repairs, Gauze and other small Medical Supplies.

Objective

The objective of the audit was to determine whether claims submitted by and paid to Breathe Rite complied with Medicaid requirements under applicable state and federal laws and regulations.

Audit Scope

The audit scope was May 16, 2014 through May 15, 2019. This audit was conducted pursuant to the authority of the Office of the State Comptroller as set forth in *N.J.S.A. 52:15C-23* and the *Medicaid Program Integrity and Protection Act, N.J.S.A. 30:4D-53 et seq.*

Audit Methodology

To achieve the audit objective, OSC's methodology consisted of the following:

- Selected a statistically valid sample of 39 unique beneficiaries for whom Breathe Rite submitted 303 claims for which Horizon paid Breathe Rite a total of \$77,610, out of the audit universe of 18,457 paid claims, for which the Medicaid program paid Breathe Rite a total of \$2,600,135.
- Reviewed records to determine whether Breathe Rite possessed documentation that complied with the requirements of *N.J.A.C. 10:49-1.1 et seq.*, *N.J.A.C. 10:49-9.8* and *N.J.A.C. 10:49-5.5*. *See also N.J.A.C. 10:59-1.2, -1.5.*

Audit Findings

OSC reviewed 303 of Breathe Rite's Medicaid claims, which included the following items: wheelchairs (manual and power mobility devices) and accessories; automatic blood pressure monitors; TENS units; nebulizers; benches, stools and commodes; walkers, canes, crutches and accessories; hospital beds and accessories; compression stockings; and, other miscellaneous medical supplies.

OSC determined that for 144 of the 303 claims sampled (48 percent), totaling \$13,048 out of \$77,610 in paid claims (17 percent), Breathe Rite violated *N.J.A.C. 10:49-9.8* by not maintaining documentation that fully documented the services provided, and/or by billing items by incorrect HCPCS code(s). *See Table II for a breakdown of the exceptions (i.e., claims that failed to meet the audit criteria). See Attachment I for an individual sample claim breakdown by exception.*

Table II
Audit Exceptions

Exception Type	Number of Sampled Claims in Error by Exception Type	Total Sample Dollars in Error By Exception Type
Lack of documentation or Deficient documentation	107	\$11,962
No Proof of Delivery	35	4,553
Deficient Physician's Order	29	4,071
No Physician's Order	29	2,489
No Documentation	14	849
Upcoding	26	1,326
Overbilling	4	60
Underbilling	7	(300)
Total Exceptions	144	\$13,048

OSC extrapolated the sample results to the audit universe to calculate a total overpayment of \$411,277. OSC's findings regarding each of the exception types are set forth below.

I. Breathe Rite Claims With No or Deficient Documentation

OSC found 107 of 303 sampled claims to be deficient because Breathe Rite failed to maintain the underlying documentation, or because the documentation that Breathe Rite maintained did not demonstrate that Breathe Rite had performed services for which it had billed and been paid. Specifically, OSC failed 35 claims because they did not contain proof of delivery of the DME; 29 claims because of deficient physician orders; 29 claims because there was no physician order; and, 14 claims because they did not contain any supporting documentation. *See Attachment I for a list of the 107 deficient claims and the reason for the deficiency.*

A. No Proof of Delivery

OSC found that Breathe Rite failed to possess documentation indicating proof of delivery for 35 of the 303 sampled claims, totaling \$4,553. *See Attachment I for a list of the 35*

deficient claims. Breathe Rite's failure to maintain proof of delivery violated *N.J.A.C. 10:49-9.8*. Specifically, *N.J.A.C. 10:49-9.8* requires that claims must be true, accurate, and complete and that the records supporting such claims must disclose fully the extent of services provided. Because Breathe Rite failed to possess documentation showing that the recipient received the item, OSC cannot be assured that Breathe Rite provided the services it billed and for which it was paid.

For example, Breathe Rite billed and was paid for a claim dated September 30, 2014 for a commode (HCPCS E0163). Breathe Rite's delivery invoice, however, stated that the beneficiary "didn't take the commode bcs [sic] of no space in the house." Because the delivery invoice conflicted with Breathe Rite's claim, OSC found that claim deficient, which resulted in a disallowed payment of \$47. *See Attachment II* for example details.

In another example, Breathe Rite filled a prescription dated November 20, 2014 for a power wheelchair. To support the need for this item, Breathe Rite submitted to Horizon a prescription, CMN and a letter from the prescribing physician. Horizon authorized the use of a power wheelchair (HCPCS Code K0823), protective cover (HCPCS Code E2603), gel cushion (HCPCS Code E2611), manual full reclining back (HCPCS Code E1226), and two batteries (HCPCS Code E2363). Breathe Rite submitted and was paid for a claim dated February 11, 2015, for a power wheelchair (K0823) in the amount of \$1,610, protective cover (E2603) in the amount of \$89, gel cushion (E2611) in the amount of \$125, manual full reclining back (E1226) in the amount of \$304, and two batteries (E2363) in the amount of \$207. The signed delivery invoice, however, indicated that the beneficiary only received the power wheelchair, without any reference to the accessories. Because the claim and invoice were not consistent and the invoice did not demonstrate that Breathe Rite provided all of the items for which it submitted claims and was paid, OSC disallowed the claims for accessories, which amounted to an overpayment of \$725. *See Attachment III* for example details.

N.J.A.C. 10:49-9.8 requires that claims must be true, accurate, and complete and the records supporting such claims must disclose fully the extent of services provided. By failing to possess adequate documentation in support of 35 claims, Breathe Rite violated this regulation, which resulted in Breathe Rite receiving an overpayment of \$4,553.

B. Deficient Order

OSC found that Breathe Rite processed claims based on deficient orders (prescriptions or CMNs) for 29 out of 303 claims reviewed, totaling \$4,071. Specifically, OSC found that Breathe Rite's prescriptions or CMNs lacked one of the key elements contained in *N.J.A.C. 10:59-1.5*, such as the prescriber identification (NPI, Name, or License Number); prescriber signature; date; adequate description of the item ordered; diagnosis; or legible documents. These elements, at a minimum, are required to ensure that the physician orders or CMNs are valid and correspond to the claim billed. *See Attachment I* for a list of the 29 deficient claims and the corresponding deficiency.

For example, Breathe Rite was paid a total of \$592 for three items that were supplied to a recipient on July 5, 2018. The three items included a back brace, a TENS Unit and TENS leads. All three of the items were included in a physician's prescription and CMN. OSC determined that both the prescription and CMN did not meet all of the elements set forth in *N.J.A.C. 10:59-1.5*. The Breathe Rite prescription template, which prescribing providers often used, failed to contain the prescriber identification, as required by *N.J.A.C. 10:59-1.5*. Moreover, Breathe Rite's CMN template form failed to contain the prescriber's signature, as required by *N.J.A.C. 10:59-1.5*. Breathe Rite's failure to obtain a valid physician's order before supplying the items to the Medicaid recipient resulted in an overpayment of \$592. *See Attachment IV* for example details.

N.J.A.C. 10:59-1.5 requires DME providers to possess a legible, dated prescription signed by the prescribing practitioner that contains the beneficiary's name, a clear description of the item prescribed, a diagnosis, and the prescriber's name, address, and signature. In addition, pursuant to *N.J.A.C. 10:49-9.8*, claims must be true, accurate, and complete and the records supporting such claims must disclose fully the extent of services provided.

C. No Order

OSC found that Breathe Rite failed to maintain an order (prescription or a CMN form) for 29 of the 303 claims, totaling \$2,489. OSC found that in these instances, Breathe Rite failed to possess a physician's order describing the medical necessity of the DME ordered. *See Attachment I* for a list of the 29 deficient claims.

For example, Breathe Rite submitted a claim and was paid \$323 for a back brace (HCPCS Code L0631) that Breathe Rite supplied to a beneficiary on September 18, 2015. To support the service, Breathe Rite provided a dated delivery invoice showing delivery for the back brace, but Breathe Rite failed to provide a corresponding physician's order or CMN. Accordingly, OSC found this claim deficient. *See Attachment V* for example details.

N.J.A.C. 10:59-1.5 requires DME providers to possess a legible, dated physician's order signed by the prescribing practitioner that contains the beneficiary's name, a clear description of the item prescribed, a diagnosis, and the prescriber's name, address, and signature. In addition, pursuant to *N.J.A.C. 10:49-9.8*, claims must be true, accurate, and complete and the records supporting such claims must disclose fully the extent of services provided.

D. No Documentation

OSC found that Breathe Rite failed to provide any documentation to support 14 of 303 claims sampled. In these instances, Breathe Rite failed to maintain a valid prescription or CMN in the recipient's file as well as any proof of delivery of these items to Medicaid beneficiaries. *N.J.A.C. 10:49-9.8* requires that claims must be true, accurate, and complete and the records supporting such claims must disclose fully the extent of services provided. OSC found that 14 claims failed because Breathe Rite did not possess required

documentation, which resulted in an overpayment of \$848. *See* Attachment I for a list of the 14 deficient claims.

II. Breathe Rite Improperly Upcoded Claims

OSC found that Breathe Rite billed and was paid for 26 out of 303 claims sampled, totaling \$1,326, using incorrect HCPCS codes that reimbursed at a higher level than its documentation could support. This practice is referred to as “upcoding.” *See* Attachment I for a list of the 26 deficient claims that Breathe Rite improperly upcoded.

For example, a physician’s order dated April 12, 2017 requested a pair of knee-length 20-30 mmHG compression stockings. According to Breathe Rite’s delivery invoice, Breathe Rite filled this order on April 21, 2017, providing 20-30 mmHG compression stockings. Breathe Rite, however, billed for HCPCS code A6531 (30-40 mmHG) instead of the appropriate code, A6530 (18-30 mmHG), resulting in an overpayment of \$12.80. *See* Attachment VI for example details.

In another example, a physician’s order dated September 29, 2016, a prescription and CMN all referenced a “night splint” and did not specify whether it should be custom or off-the-shelf. Breathe Rite’s delivery invoice described the product as a “night splint,” which usually is sold as an off-the-shelf item. Breathe Rite did not employ credentialed staff to perform customization on DME items during the audit period and, thus, only was authorized to dispense off-the-shelf orthotics. Nonetheless, Breathe Rite billed for a custom ankle brace (HCPCS Code L4396). *See* Attachment VII for example details. By billing HCPCS Code L4396 for a custom brace, as opposed to HCPCS Code L4397 for an off-the-shelf brace, Breathe Rite received an overpayment of \$70.

N.J.A.C. 10:49-9.8 requires providers to “keep such records as are necessary to disclose fully the extent of services provided.” Breathe Rite’s records show that in these 26 instances Breathe Rite inappropriately billed HCPCS codes that resulted in higher reimbursement amounts than what Breathe Rite’s documentation supported. As a result, Breathe Rite received an overpayment of \$1,326.

III. Breathe Rite Overbilled by Billing More Units Than Warranted

OSC identified 4 out of 303 claims, totaling \$60, in which Breathe Rite billed Medicaid for more units than ordered by the prescribing physician. This practice is referred to as “overbilling.” *See* Attachment I for a list of the four deficient claims that Breathe Rite overbilled.

For example, Breathe Rite obtained a prescription for gauze bandages that failed to state a quantity. Rather than request and obtain a new prescription that stated a quantity, Breathe Rite submitted a claim dated December 10, 2015 for 100 units of Gauze bandages for which Horizon paid Breathe Rite \$17.00. Further, Breathe Rite’s delivery invoice shows that it delivered only 48 units. Due to the lack of a specified quantity on the

prescription, Breathe Rite only was entitled to reimbursement of one unit at \$0.17, leading to an overpayment of \$16.83. *See* Attachment VIII for example details.

These overbilled claims violated *N.J.A.C.* 10:49-9.8, which requires claims to be true, accurate, and complete and requires the records supporting such claims to disclose fully the extent of services provided.

IV. Breathe Rite Underbilled Claims

OSC identified 7 out of 303 sampled claims that resulted in the underpayment of \$303 to Breathe Rite. These seven cases and the corresponding underpayment were accounted for and included in the extrapolation, which reduced the net extrapolated recovery amount. *See* Attachment I for a list of these seven underbilled claims.

For example, Breathe Rite billed HCPCS code L0627 for a custom back brace for a claim dated April 5, 2017. The delivery invoice contained no evidence that the brace was customized and Breathe Rite did not provide any other evidence of customization. Therefore, Breathe Rite should have billed for an off-the-shelf brace (HCPCS code L0642). Horizon's reimbursement of \$151 for HCPCS L0642 code (off-the-shelf brace) was higher than its reimbursement of \$129 for the HCPCS code L0627 (customized brace) resulting in an underbilling of \$22. OSC included credits for these underbilled claims in calculating the extrapolated overpayment. *See* Attachment IX for example details.

Summary of Overpayments

OSC determined that for the period of May 16, 2014 through May 15, 2019, Breathe Rite improperly billed and received payment for 144 of the 303 claims, totaling \$13,048. OSC extrapolated the net error dollars to the audit universe of 18,457 claims totaling \$2,600,135. By extrapolating the net error dollars over the entire audit universe, OSC calculated that Breathe Rite received an overpayment of \$411,277 that it must repay to the Medicaid program.¹

Recommendations

Breathe Rite shall:

1. Reimburse the Medicaid program \$411,277.
2. Maintain documents that fully support the Medicaid services and durable medical equipment and/or medical supplies provided in a beneficiary's record in accordance with *N.J.A.C.* 10:49-9.8 and *N.J.A.C.* 10:49-5.5(a)13 before submitting a claim for payment.

¹ OSC can reasonably assert with 90% confidence that the total overpayment in the universe falls between \$186,496 and \$636,058, with the error point estimate as \$411,277.

3. Ensure that all orders, particularly CMNs, include the required information in accordance with *N.J.A.C. 10:49-9.8* and *N.J.A.C. 10:49-5.5(a)13* before providing the DME to the beneficiary and before submitting a claim for payment to Medicaid.
4. Adhere to the CPT and HCPCS guidelines when submitting claims to Medicaid for reimbursement.
5. Provide training to its staff to foster compliance with Medicaid requirements under applicable State and federal laws and regulations.
6. Provide OSC with a Corrective Action Plan (CAP) indicating the steps it will take to implement procedures to correct the deficiencies identified and recommendations in this report.

Breathe Rite's Response to the Audit Report Findings and OSC's Comments

After receipt of OSC's Draft Audit Report, Breathe Rite, through counsel submitted a written response and Corrective Action Plan (See Appendix A). In this response, Breathe Rite did not dispute OSC's substantive findings, but challenged OSC's sampling and extrapolation methodologies. In addition, Breathe Rite proposed settlement terms, which OSC has redacted. OSC addressed each argument raised by Breathe Rite in a document entitled "Breathe Rite's Comments and OSC's Response to Draft Audit Report (DAR)" (See Appendix B).

Breathe Rite's Corrective Action Plan addresses all of OSC's recommendations, other than OSC's recommendation that Breathe Rite reimburse the Medicaid program \$411,277. Accordingly, Breathe Rite must reimburse the Medicaid program \$411,277.

Thank you for your attention to this matter.

Sincerely,

KEVIN D. WALSH
ACTING STATE COMPTROLLER

By: /s/ Josh Lichtblau
Josh Lichtblau
Director, Medicaid Fraud Division

Enclosures:

Exhibit I - AMA HCPCS Code Descriptions

Attachment I – Testing Results Summary
Attachment II – Example of Claim without Proof of Delivery
Attachment III - Example of Claim without Proof of Delivery
Attachment IV – Example of Deficient Order
Attachment V – Example of No Order
Attachment VI – Example of Claim Upcoding
Attachment VII - Example of Claim Upcoding
Attachment VIII – Example of Overbilled Claim
Attachment IX – Example of Underbilled Claim
Appendix A – Breathe Rite’s Response to the Draft Audit Report
Appendix B – Breathe Rite’s Comments and MFD’s Response

Cc: Ms. Sheila M. Mints, Esq.

Kay Ehrenkrantz, Deputy Director (OSC – Medicaid Fraud Division)
Michael Morgese, Chief Auditor (OSC – Medicaid Fraud Division)
Don Catinello, Supervising Regulatory Officer (OSC – Medicaid Fraud Division)
Glenn Geib, Recovery Supervisor (OSC – Medicaid Fraud Division)

Exhibit I

HCPCS Code Descriptions

Code	Code Descriptions
Orthotic Devices	
L0120	Cervical, flexible, non-adjustable, prefabricated, off-the-shelf (foam collar)
L0172	Cervical, collar, semi-rigid thermoplastic foam, two-piece, prefabricated, off-the-shelf
L0627	Lumbar orthosis (LO), sagittal control, with rigid anterior and posterior panels, posterior extends from L-1 to below L-5 vertebra, produces intracavitary pressure to reduce load on the intervertebral discs, includes straps, closures, may include padding, shoulder straps, pendulous abdomen design, prefabricated item that has been trimmed, bent, molded, assembled, or otherwise customized to fit a specific patient by an individual with expertise
L0631	Lumbar-sacral orthosis (LSO), sagittal control, with rigid anterior and posterior panels, posterior extends from sacrococcygeal junction to T-9 vertebra, produces intracavitary pressure to reduce load on the intervertebral discs, includes straps, closures, may include padding, shoulder straps, pendulous abdomen design, prefabricated item that has been trimmed, bent, molded, assembled, or otherwise customized to fit a specific patient by an individual with expertise
L0637	Lumbar-sacral orthosis (LSO), sagittal-coronal control, with rigid anterior and posterior frame/panels, posterior extends from sacrococcygeal junction to T-9 vertebra, lateral strength provided by rigid lateral frame/panels, produces intracavitary pressure to reduce load on intervertebral discs, includes straps, closures, may include padding, shoulder straps, pendulous abdomen design, prefabricated item that has been trimmed, bent, molded, assembled, or otherwise customized to fit a specific patient by an individual with expertise
L0642	Lumbar orthosis (LO), sagittal control, with rigid anterior and posterior panels, posterior extends from L-1 to below L-5 vertebra, produces intracavitary pressure to reduce load on the intervertebral discs, includes straps, closures, may include padding, shoulder straps, pendulous abdomen design, prefabricated, off-the-shelf
L0648	Lumbar-sacral orthosis (LSO), sagittal control, with rigid anterior and posterior panels, posterior extends from sacrococcygeal junction to T-9 vertebra, produces intracavitary pressure to reduce load on the intervertebral discs, includes straps, closures, may include padding, shoulder straps, pendulous abdomen design, prefabricated, off-the-shelf
L1820	Knee orthosis (KO), elastic with condylar pads and joints, with or without patellar control, prefabricated, includes fitting and adjustment
L1832	Knee orthosis (KO), adjustable knee joints (unicentric or polycentric), positional orthosis, rigid support, prefabricated item that has been trimmed, bent, molded, assembled, or otherwise customized to fit a specific patient by an individual with expertise
L1833	Knee orthosis (KO), adjustable knee joints (unicentric or polycentric), positional orthosis, rigid support, prefabricated, off-the shelf
L1902	Ankle orthosis, ankle gauntlet or similar, with or without joints, prefabricated, off-the-shelf
L1971	Ankle foot orthosis (AFO), plastic or other material with ankle joint, prefabricated, includes fitting and adjustment
L3001	Foot, insert, removable, molded to patient model, Spenco, each
L3650	Shoulder orthosis (SO), figure of eight design abduction restrainer, prefabricated, off-the-shelf
L3807	Wrist hand finger orthosis (WHFO), without joint(s), prefabricated item that has been trimmed, bent, molded, assembled, or otherwise customized to fit a specific patient by an individual with expertise
L3809	Wrist hand finger orthosis (WHFO), without joint(s), prefabricated, off-the-shelf, any type
L4350	Ankle control orthosis, stirrup style, rigid, includes any type interface (e.g., pneumatic, gel), prefabricated, off-the-shelf

Code	Code Descriptions
Non-Orthotic Devices	
Wheelchairs (Power and Manual) and Accessories	
E0973	Wheelchair accessory, adjustable height, detachable armrest, complete assembly, each
E0978	Wheelchair accessory, positioning belt/safety belt/pelvic strap, each
E0990	Wheelchair accessory, elevating leg rest, complete assembly, each
E0994	Arm rest, each
E0995	Wheelchair accessory, calf rest/pad, replacement only, each
E1226	Wheelchair accessory, manual fully reclining back, (recline greater than 80 degrees), each
E1399	Durable medical equipment, miscellaneous
E2321	Power wheelchair accessory, hand control interface, remote joystick, nonproportional, including all related electronics, mechanical stop switch, and fixed mounting hardware
E2363	Power wheelchair accessory, group 24 sealed lead acid battery, each (e.g., gel cell, absorbed glassmat)
E2366	Power wheelchair accessory, battery charger, single mode, for use with only one battery type, sealed or non-sealed, each
E2367	Power wheelchair accessory, battery charger, dual mode, for use with either battery type, sealed or non-sealed, each
E2370	Power wheelchair component, integrated drive wheel motor and gear box combination, replacement only
E2384	Power wheelchair accessory, pneumatic caster tire, any size, replacement only, each
E2386	Power wheelchair accessory, foam filled drive wheel tire, any size, replacement only, each
E2392	Power wheelchair accessory, solid (rubber/plastic) caster tire with integrated wheel, any size, replacement only, each
E2394	Power wheelchair accessory, drive wheel excludes tire, any size, replacement only, each
E2603	Skin protection wheelchair seat cushion, width less than 22 inches, any depth
E2611	General use wheelchair back cushion, width less than 22 inches, any height, including any type mounting hardware
K0011	Standard - weight frame motorized/power wheelchair with programmable control parameters for speed adjustment, tremor dampening, acceleration control and braking
K0018	Detachable, adjustable height armrest, upper portion, replacement only, each
K0195	Elevating leg rests, pair (for use with capped rental wheelchair base)
K0739	Repair or nonroutine service for durable medical equipment other than oxygen equipment requiring the skill of a technician, labor component, per 15 minutes
K0823	Power wheelchair, group 2 standard, captains chair, patient weight capacity up to and including 300 pounds
K0825	Power wheelchair, group 2 heavy duty, captains chair, patient weight capacity 301 to 450 pounds
Auto Blood Pressure Machine	
A4663	Blood pressure cuff only
A4670	Automatic blood pressure monitor
TENS Unit and Supplies	
A4595	Electrical stimulator supplies, 2 lead, per month, (e.g., TENS, NMES)
E0730	Transcutaneous electrical nerve stimulation (TENS) device, four or more leads, for multiple nerve stimulation
Nebulizer and Accessories	
A7004	Small volume nonfiltered pneumatic nebulizer, disposable
A7005	Administration set, with small volume nonfiltered pneumatic nebulizer, non-disposable
A7013	Filter, disposable, used with aerosol compressor or ultrasonic generator

E0570	Nebulizer, with compressor
Benches, Stools, Chairs and Commodes	
E0163	Commode chair, mobile or stationary, with fixed arms
E0245	Tub stool or bench
Walkers and Accessories, Crutches and Canes	
E0100	Cane, includes canes of all materials, adjustable or fixed, with tip
E0105	Cane, quad or three prong, includes canes of all materials, adjustable or fixed, with tips
E0143	Walker, folding, wheeled, adjustable or fixed height
E0147	Walker, heavy duty, multiple braking system, variable wheel resistance
E0154	Platform attachment, walker, each
E0156	Seat attachment, walker
Hospital Beds and Accessories	
E0260	Hospital bed, semi-electric (head and foot adjustment), with any type side rails, with mattress
Gradient Compression Stockings	
A6531	Gradient compression stocking, below knee, 30-40 mmHg, each
Miscellaneous	
A6216	Gauze, non-impregnated, non-sterile, pad size 16 sq. in. or less, without adhesive border, each dressing
A6402	Gauze, non-impregnated, sterile, pad size 16 sq. in. or less, without adhesive border, each dressing
A6448	Light compression bandage, elastic, knitted/woven, width less than 3 inches, per yard
L4396	Static or dynamic ankle foot orthosis, including soft interface material, adjustable for fit, for positioning, may be used for minimal ambulation, prefabricated item that has been trimmed, bent, molded, assembled, or otherwise customized to fit a specific patient by an individual with expertise

Sample	Claim ICN	Claim Recipient ID	Recipient First Name	Recipient Last Name	Recipient Birth Date	Claim Service Date	Claim Service Units (Qty)	Claim Payment Amount	Main Finding	Billed Claim Code	Allowed Code	Subtotal	Allowed Amount	Overpayment Amount
232	201901670331693					6/11/2014	2	\$ 642 28	No Proof of Delivery	E2370			\$ -	\$ 642 28
56	201722270540369					3/21/2019	1	\$ 574 68	No Proof of Delivery	E2321			\$ -	\$ 574 68
117	201531070263424					9/30/2014	1	\$ 304 20	No Proof of Delivery	E1226			\$ -	\$ 304 20
171	201724070386436					7/25/2014	1	\$ 304 20	No Proof of Delivery	E1226			\$ -	\$ 304 20
216	201620471341332					2/11/2015	1	\$ 304 20	No Proof of Delivery	E1226			\$ -	\$ 304 20
302	201528170603249					8/16/2018	1	\$ 212 07	No Proof of Delivery	E0730			\$ -	\$ 212 07
112	201531070263425					9/30/2014	2	\$ 207 00	No Proof of Delivery	E2363			\$ -	\$ 207 00
217	201617270490867					2/11/2015	2	\$ 207 00	No Proof of Delivery	E2363			\$ -	\$ 207 00
172	201723670177775					7/25/2014	2	\$ 153 00	No Proof of Delivery	K0195			\$ -	\$ 153 00
248	201901670331692					7/25/2015	1	\$ 146 70	No Proof of Delivery	E2366			\$ -	\$ 146 70
111	201428670338082					9/30/2014	1	\$ 124 94	No Proof of Delivery	E2611			\$ -	\$ 124 94
175	201631670490201					7/25/2014	1	\$ 124 94	No Proof of Delivery	E2611			\$ -	\$ 124 94
215	201718770376638					2/11/2015	1	\$ 124 94	No Proof of Delivery	E2611			\$ -	\$ 124 94
245	201901670331691					7/27/2015	2	\$ 117 50	No Proof of Delivery	E2394			\$ -	\$ 117 50
110	201827070343181					9/30/2014	1	\$ 89 22	No Proof of Delivery	E2603			\$ -	\$ 89 22
174	201704870815165					7/25/2014	1	\$ 89 22	No Proof of Delivery	E2603			\$ -	\$ 89 22
214	201628171801939					2/11/2015	1	\$ 89 22	No Proof of Delivery	E2603			\$ -	\$ 89 22
55	201722270540367					3/6/2019	8	\$ 80 00	No Proof of Delivery	K0739			\$ -	\$ 80 00
234	201436070152562					6/11/2014	8	\$ 80 00	No Proof of Delivery	K0739			\$ -	\$ 80 00
235	201901670331694					6/23/2014	8	\$ 80 00	No Proof of Delivery	K0739			\$ -	\$ 80 00
35	201722270540368					10/28/2016	6	\$ 60 00	No Proof of Delivery	K0739			\$ -	\$ 60 00
251	201515670160878					8/2/2016	6	\$ 60 00	No Proof of Delivery	K0739			\$ -	\$ 60 00
258	201528170603251					1/9/2017	6	\$ 60 00	No Proof of Delivery	K0739			\$ -	\$ 60 00
114	201517570316525					9/30/2014	1	\$ 46 80	No Proof of Delivery	E0163			\$ -	\$ 46 80
118	201429770157599					9/30/2014	2	\$ 46 80	No Proof of Delivery	E0990			\$ -	\$ 46 80
180	201722270540366					4/5/2016	4	\$ 40 00	No Proof of Delivery	K0739			\$ -	\$ 40 00
297	201816670950113					12/28/2016	1	\$ 31 50	No Proof of Delivery	E0730			\$ -	\$ 31 50
218	201436070152561					4/8/2015	3	\$ 30 00	No Proof of Delivery	K0739			\$ -	\$ 30 00
115	201513570038083					9/30/2014	1	\$ 23 40	No Proof of Delivery	E0978			\$ -	\$ 23 40
176	201816670950114					7/25/2014	1	\$ 23 40	No Proof of Delivery	E0978			\$ -	\$ 23 40
28	201722270540365					1/29/2016	2	\$ 20 00	No Proof of Delivery	K0739			\$ -	\$ 20 00
261	201620072135840					2/3/2017	2	\$ 20 00	No Proof of Delivery	K0739			\$ -	\$ 20 00
116	201909370384110					9/30/2014	1	\$ 14 40	No Proof of Delivery	E0995			\$ -	\$ 14 40
177	201531070263423					7/25/2014	1	\$ 14 40	No Proof of Delivery	E0995			\$ -	\$ 14 40
298	201620072135839					12/28/2016	2	\$ 7 20	No Proof of Delivery	A4595			\$ -	\$ 7 20
Subtotal												\$ 4,553.21		
93	201717370114006					11/16/2018	1	\$ 377 95	Deficient Physician's Order - No Identification of Prescriber	L0648			\$ -	\$ 377 95
199	201813070981415					1/30/2018	1	\$ 377 95	Deficient Physician's Order - No Identification of Prescriber	L0648			\$ -	\$ 377 95
271	201723670177774					7/5/2018	1	\$ 376 00	Deficient Physician's Order - No Identification of Prescriber	L0648			\$ -	\$ 376 00
80	201711571293651					10/1/2015	1	\$ 322 66	Deficient Physician's Order - No Identification of Prescriber	L0631			\$ -	\$ 322 66
200	201634370313343					1/30/2018	1	\$ 285 91	Deficient Physician's Order - No Identification of Prescriber	L1833			\$ -	\$ 285 91
201	201725170481010					1/30/2018	1	\$ 285 91	Deficient Physician's Order - No Identification of Prescriber	L1833			\$ -	\$ 285 91
272	201723670177773					7/5/2018	1	\$ 212 07	Deficient Physician's Order - No Identification of Prescriber	E0730			\$ -	\$ 212 07

Sample	Claim ICN	Claim Recipient ID	Recipient First Name	Recipient Last Name	Recipient Birth Date	Claim Service Date	Claim Service Units (Qty)	Claim Payment Amount	Main Finding	Billed Claim Code	Allowed Code	Subtotal	Allowed Amount	Overpayment Amount
179	201720970971159					4/5/2016	2	\$ 207 00	Deficient Physician's Order - Dated after Delivery, No Diagnosis	E2363			\$ -	\$ 207 00
22	201708670483916					9/28/2015	2	\$ 207 00	Deficient Physician's Order - NPI Does Not Match Signer, No Diagnosis	E2363			\$ -	\$ 207 00
228	201615270118102					12/12/2018	1	\$ 151 34	Deficient Physician's Order - No Identification of Prescriber	L0642			\$ -	\$ 151 34
25	201831970482122					9/28/2015	1	\$ 146 70	Deficient Physician's Order - NPI Does Not Match Signer, No Diagnosis	E2366			\$ -	\$ 146 70
194	201711571293779					7/15/2016	1	\$ 135 08	Deficient Physician's Order - No Dated	L3807			\$ -	\$ 135 08
144	201615270118103					10/23/2017	1	\$ 135 00	Deficient Physician's Order - No Diagnosis	A4670			\$ -	\$ 135 00
24	201831970482123					9/28/2015	1	\$ 124 94	Deficient Physician's Order - NPI Does Not Match Signer, No Diagnosis	E2611			\$ -	\$ 124 94
182	201628171801803					10/24/2016	1	\$ 99 00	Deficient Physician's Order - No Diagnosis	E0245			\$ -	\$ 99 00
224	201836170406417					12/12/2018	1	\$ 99 00	Deficient Physician's Order - No Identification of Prescriber	E0245			\$ -	\$ 99 00
23	201435370841383					9/28/2015	1	\$ 89 22	Deficient Physician's Order - NPI Does Not Match Signer, No Diagnosis	E2603			\$ -	\$ 89 22
284	201836170406418					2/6/2018	1	\$ 88 20	Deficient Physician's Order - No Diagnosis	E0570			\$ -	\$ 88 20
183	201717370114007					10/24/2016	1	\$ 69 30	Deficient Physician's Order - No Diagnosis	E0143			\$ -	\$ 69 30
94	201714570198048					1/9/2019	2	\$ 60 80	Deficient Physician's Order - No Date, No Beneficiary Identification	A6531			\$ -	\$ 60 80
225	201630070280285					12/12/2018	1	\$ 58 71	Deficient Physician's Order - No Identification of Prescriber	L1820			\$ -	\$ 58 71
226	201727271046491					12/12/2018	1	\$ 58 71	Deficient Physician's Order - No Identification of Prescriber	L1820			\$ -	\$ 58 71
104	201628171801804					9/8/2016	1	\$ 36 00	Deficient Physician's Order - No Date	L4350			\$ -	\$ 36 00
223	201836170406416					12/12/2018	1	\$ 24 78	Deficient Physician's Order - No Identification of Prescriber	A4670			\$ -	\$ 24 78
285	201529670582699					2/6/2018	1	\$ 15 30	Deficient Physician's Order - No Diagnosis	A7005			\$ -	\$ 15 30
227	201630070280284					12/12/2018	1	\$ 10 75	Deficient Physician's Order - No Identification of Prescriber	L0120			\$ -	\$ 10 75
107	201826470691182					2/2/2017	1	\$ 10 73	Deficient Physician's Order - Dated After Delivery	E0100			\$ -	\$ 10 73
273	201813070981416					7/5/2018	1	\$ 3 60	Deficient Physician's Order - No Signature	A4595			\$ -	\$ 3 60
286	201833270513343					2/6/2018	4	\$ 1 72	Deficient Physician's Order - No Diagnosis	A7013			\$ -	\$ 1 72
Subtotal												\$ 4,071.33		
19	201804071224304					9/18/2015	1	\$ 324 90	No Order	L1832			\$ -	\$ 324 90
20	201715870163439					9/18/2015	1	\$ 324 90	No Order	L1832			\$ -	\$ 324 90
18	201818070741528					9/18/2015	1	\$ 322 66	No Order	L0631			\$ -	\$ 322 66
29	201820070061844					6/3/2016	1	\$ 192 60	No Order	E0147			\$ -	\$ 192 60
269	201818070741527					5/30/2018	1	\$ 146 70	No Order	E2366			\$ -	\$ 146 70
239	201804071224303					5/26/2015	1	\$ 135 00	No Order	A4670			\$ -	\$ 135 00
16	201720970971135					8/19/2015	1	\$ 135 00	No Order	A4670			\$ -	\$ 135 00
132	201615270118101					12/28/2016	2	\$ 117 50	No Order	E2394			\$ -	\$ 117 50
133	201831970482160					12/28/2016	10	\$ 100 00	No Order	K0739			\$ -	\$ 100 00

Sample	Claim ICN	Claim Recipient ID	Recipient First Name	Recipient Last Name	Recipient Birth Date	Claim Service Date	Claim Service Units (Qty)	Claim Payment Amount	Main Finding	Billed Claim Code	Allowed Code	Subtotal	Allowed Amount	Overpayment Amount
95	201621170580675					1/9/2019	1	\$ 99 00	No Order	E0245			\$ -	\$ 99 00
131	201831970482158					12/28/2016	4	\$ 90 00	No Order	E2384			\$ -	\$ 90 00
13	201706970691330					8/19/2015	1	\$ 88 20	No Order	E0570			\$ -	\$ 88 20
184	201836170406416					6/28/2017	1	\$ 69 30	No Order	E0143			\$ -	\$ 69 30
96	201529670235145					1/9/2019	1	\$ 69 30	No Order	E0143			\$ -	\$ 69 30
212	201529670235148					12/11/2014	2	\$ 60 00	No Order	E0154			\$ -	\$ 60 00
14	201510470029716					8/19/2015	2	\$ 30 00	No Order	A7005			\$ -	\$ 30 00
98	201603370185326					1/9/2019	1	\$ 24 78	No Order	A4670			\$ -	\$ 24 78
143	201807470520960					8/21/2017	1	\$ 21 09	No Order	E0156			\$ -	\$ 21 09
211	201529670235145					12/11/2014	1	\$ 21 09	No Order	E0156			\$ -	\$ 21 09
30	201804071224302					6/3/2016	1	\$ 21 09	No Order	E0156			\$ -	\$ 21 09
134	201820070061843					1/10/2017	2	\$ 20 00	No Order	K0739			\$ -	\$ 20 00
86	201807470520962					11/1/2016	1	\$ 15 00	No Order	A4663			\$ -	\$ 15 00
162	201836170406414					9/13/2016	1	\$ 15 00	No Order	A4663			\$ -	\$ 15 00
17	201515670160879					8/19/2015	1	\$ 15 00	No Order	A4663			\$ -	\$ 15 00
97	201428670217702					1/9/2019	1	\$ 11 57	No Order	E0156			\$ -	\$ 11 57
141	201807470520961					8/14/2017	1	\$ 10 73	No Order	E0100			\$ -	\$ 10 73
192	201901670331687					4/22/2016	1	\$ 3 60	No Order	A4595			\$ -	\$ 3 60
193	201529670235146					7/8/2016	1	\$ 3 60	No Order	A4595			\$ -	\$ 3 60
15	201820070061842					8/19/2015	3	\$ 1 29	No Order	A7013			\$ -	\$ 1 29
Subtotal												\$ 2,488.90		
219	201630970690824					10/16/2015	1	\$ 377 95	No Documentation	L0648			\$ -	\$ 377 95
220	201615270118130					10/16/2015	1	\$ 212 07	No Documentation	E0730			\$ -	\$ 212 07
37	201731270116958					2/24/2017	6	\$ 60 00	No Documentation	K0739			\$ -	\$ 60 00
57	201831970482121					3/21/2019	4	\$ 40 00	No Documentation	K0739			\$ -	\$ 40 00
270	201630970690823					5/30/2018	4	\$ 40 00	No Documentation	K0739			\$ -	\$ 40 00
156	201503070330525					9/20/2018	3	\$ 30 00	No Documentation	K0739			\$ -	\$ 30 00
240	201724070386435					5/26/2015	1	\$ 15 00	No Documentation	A4663			\$ -	\$ 15 00
62	201725170480889					5/5/2015	1	\$ 15 00	No Documentation	A4663			\$ -	\$ 15 00
121	201503070330524					9/30/2014	1	\$ 15 00	No Documentation	A4663			\$ -	\$ 15 00
204	201602270714066					8/29/2014	1	\$ 15 00	No Documentation	A4663			\$ -	\$ 15 00
7	201836170406419					10/8/2014	1	\$ 10 42	No Documentation	E0163			\$ -	\$ 10 42
221	201628171801940					10/16/2015	2	\$ 7 20	No Documentation	A4595			\$ -	\$ 7 20
300	201734870178051					1/28/2017	2	\$ 7 20	No Documentation	A4595			\$ -	\$ 7 20
64	201533170387416					6/9/2015	1	\$ 3 60	No Documentation	A4595			\$ -	\$ 3 60
Subtotal												\$ 848.44		
238	201706970691329					9/24/2014	4	\$ 381 40	Upcoding	E2386	E2392		\$ 273 18	\$ 108 22
164	201606271225957					10/17/2016	2	\$ 152 00	Upcoding	L3001	L3040		\$ 59 20	\$ 92 80
66	201628871260687					10/12/2016	2	\$ 152 00	Upcoding	L3001	L3040		\$ 59 20	\$ 92 80
67	201628871260686					7/19/2017	2	\$ 152 00	Upcoding	L3001	L3040		\$ 59 20	\$ 92 80
289	201717970498374					3/7/2017	2	\$ 152 00	Upcoding	L3001	L3040		\$ 59 20	\$ 92 80
65	201628871260684					10/12/2016	2	\$ 193 34	Upcoding	L4396	L4397		\$ 123 56	\$ 69 78
290	201827070343180					3/7/2017	1	\$ 135 08	Upcoding	L3807	L3809		\$ 83 78	\$ 51 30
291	201529670235144					3/7/2017	1	\$ 135 08	Upcoding	L3807	L3809		\$ 83 78	\$ 51 30
74	201606271225956					11/1/2017	1	\$ 135 08	Upcoding	L3807	L3809		\$ 83 78	\$ 51 30
58	201907970942918					4/7/2015	1	\$ 135 08	Upcoding	L3807	L3809		\$ 83 78	\$ 51 30
59	201909370384109					4/7/2015	1	\$ 135 08	Upcoding	L3807	L3809		\$ 83 78	\$ 51 30
75	201429770157596					1/25/2018	1	\$ 135 08	Upcoding	L3807	L3809		\$ 83 78	\$ 51 30
206	201429770157588					12/4/2014	1	\$ 135 08	Upcoding	L3807	L3809		\$ 83 78	\$ 51 30
207	201634370313323					12/4/2014	1	\$ 135 08	Upcoding	L3807	L3809		\$ 83 78	\$ 51 30

Sample	Claim ICN	Claim Recipient ID	Recipient First Name	Recipient Last Name	Recipient Birth Date	Claim Service Date	Claim Service Units (Qty)	Claim Payment Amount	Main Finding	Billed Claim Code	Allowed Code	Subtotal	Allowed Amount	Overpayment Amount
281	201634370313322					3/8/2019	1	\$ 135 08	Upcoding	L3807	L3809		\$ 83 78	\$ 51 30
282	201806170884183					3/8/2019	1	\$ 135 08	Upcoding	L3807	L3809		\$ 83 78	\$ 51 30
274	201636470422023					8/3/2015	1	\$ 324 90	Upcoding	L1832	L1833		\$ 285 91	\$ 38 99
125	201429770157594					9/19/2014	1	\$ 324 90	Upcoding	L1832	L1833		\$ 285 91	\$ 38 99
126	201429770157593					9/19/2014	1	\$ 324 90	Upcoding	L1832	L1833		\$ 285 91	\$ 38 99
82	201429770157592					12/18/2015	1	\$ 324 90	Upcoding	L1832	L1833		\$ 285 91	\$ 38 99
205	201634370313324					12/4/2014	1	\$ 324 90	Upcoding	L1832	L1833		\$ 285 91	\$ 38 99
136	201601170077369					3/9/2015	2	\$ 185 08	Upcoding	L3807	L3809		\$ 167 56	\$ 17 52
89	201628871260685					10/8/2018	2	\$ 60 80	Upcoding	A6531	A6530		\$ 48 00	\$ 12 80
260	201717970498375					4/21/2017	2	\$ 60 80	Upcoding	A6531	A6530		\$ 48 00	\$ 12 80
292	201721570237779					10/13/2017	2	\$ 60 80	Upcoding	A6531	A6530		\$ 48 00	\$ 12 80
293	201729370429125					10/13/2017	2	\$ 60 80	Upcoding	A6531	A6530		\$ 48 00	\$ 12 80
Subtotal												\$ 1,325.87		
279	201701370704077					1/10/2019	2	\$ 46 80	Overbilling	E0990			\$ 23 40	\$ 23 40
129	201701370704075					12/10/2015	100	\$ 17 00	Overbilling	A6402			\$ 0 17	\$ 16 83
3	201528170603250					8/18/2017	2	\$ 32 40	Overbilling	K0018			\$ 16 20	\$ 16 20
295	201701370704076					11/28/2016	2	\$ 7 20	Overbilling	A4595			\$ 3 60	\$ 3 60
Subtotal												\$ 60.03		
202	201524570173885					8/29/2014	1	\$ 337 65	Underbilling	L0637	L0650		\$ 395 51	\$ (57 86)
60	201702770753108					4/24/2015	1	\$ 322 66	Underbilling	L0631	L0648		\$ 377 95	\$ (55 29)
122	201524570173889					9/19/2014	1	\$ 322 66	Underbilling	L0631	L0648		\$ 377 95	\$ (55 29)
1	201524570173886					7/29/2015	1	\$ 322 66	Underbilling	L0631	L0648		\$ 377 95	\$ (55 29)
197	201524570173888					6/14/2017	2	\$ 136 00	Underbilling	L3807	L3809		\$ 167 56	\$ (31 56)
4	201524570173887					4/26/2018	1	\$ 129 19	Underbilling	L0627	L0642		\$ 151 34	\$ (22 15)
186	201615270118131					4/5/2017	1	\$ 129 19	Underbilling	L0627	L0642		\$ 151 34	\$ (22 15)
Subtotal												\$ (299.59)		
Grand Total								\$ 18,351.61	144			\$ 13,048.19	\$ 5,303.42	\$ 13,048.19

State of New Jersey
PRESCRIPTION BLANK

[Redacted]

RECEIVED [Redacted] DATE [Redacted]

IF PRESCRIPTION WRITTEN AT ALABAMA PRACTICE SITE, CHECK HERE ☐
AND HAVE ALABAMA PHYSICIAN SIGN AND SEAL FOR PRESCRIPTION DELIVERY SITE

NAME [Redacted] DOB [Redacted]

ADDRESS [Redacted] CITY/STATE/ZIP [Redacted]

☐ B.P. Monitor
402.1 9 months
401.9 face to face
7812 Shower chair 9/8/14
7814 Commode

MSL2ND0614001352

DO NOT WRITE IN THESE SPACES

[Redacted]

THIS PRESCRIPTION BLANK IS NOT VALID FOR PRESCRIPTION



Breathe Rite

Medical & Surgical Equipment, LLC

258 NORTH CLINTON AVENUE, TRENTON, NJ 08609

PHONE: 609.394.2770

FAX: 609.394.2775

E-Mail: breatherite@hotmail.com

[Redacted]

Call when you get outside.

DATE: 09/28/14 Time: _____ AM / PM PERSON CALLING: _____

LAST NAME: _____ FIRST NAME: _____ MIDDLE: _____

ADDRESS: _____ APT# _____ CITY: _____

STATE: _____ ZIP: _____ PHONE: _____

SOCIAL SECURITY#: _____ PT D.O.B: _____ HEIGHT: _____ WEIGHT: _____

NEXT OF KIN: _____ RELATIONSHIP: _____ PHONE: _____

MEDICARE ID#: _____ OTHER INS# H23412 _____

DOCTOR: _____ PHONE: _____ NPI/UPIN# _____

DIAGNOSIS: _____

EQUIPMENT PRESCRIBED: Power wheel chair, B.P. monitor, shower chair, commode

SATURATION: _____ % PULSE-OX: _____ % DATE: _____ ADDRESS: _____

Delivery

Pick-Up

Exchange

Repair

Loaner

EQUIPMENT SERIAL#: JB31304184K36 MODEL# J25e1eSR1002

Jazzy select elite power wheel chair

EQUIPMENT SERIAL#: _____ MODEL# _____

24volt Battery charger

EQUIPMENT SERIAL#: Guardian commode MODEL# MD582664

4405737092

EQUIPMENT SERIAL#: Shower chair MODEL# _____

822383225302 12202KD-1

EQUIPMENT SERIAL#: BP monitor: 852321004263 MODEL# 21025

she didn't take the commode bcz of no space in house.

I am responsible to inform Breathe Rite if there is any change in prescription or discontinuation of service. I have received information on how to contact the company in case of emergency or natural disaster.

I authorize payment of Medicare, Medicaid and all other insurance benefit be made on my behalf to Breathe Rite Medical for any services furnished to me. Medicare/other insurances will only pay for services that it determines to be "reasonable and necessary" under section 1862(a) (1) of the Medicare law. If Medicare/other insurances determines that a particular service, although it would otherwise be covered, is not "reasonable and necessary" under the Medicare/other insurances program standards, Medicare/other insurances will deny payment for that service. I have been notified by my supplier that he or she believes that in some cases Medicare/other insurances is likely to deny payments for the items or services identified above. If Medicare/other insurances deny payment, I agree to be personally responsible for payment. I authorize any holder of hospital or medical information about me to release the information request to the health care administration. Its agent and my insurance company for the determination of benefits payable for related services furnished to me. I authorize the release of hospital records, doctor's records, nursing home's records or any healthcare records to Breathe Rite Medical and Surgical Equipment, LLC.

Patient Signat _____ Print Name: _____

Beneficiary's legal representative signature: _____

Date: 9/30/14 Breathe Rite representative signature _____

Tue
3-5
9/30/14
confirmed

State of New Jersey
PRESCRIPTION BLANK

[REDACTED]

LICENSE # [REDACTED] DEA # [REDACTED]

IF PRESCRIPTION IS WRITTEN AT ALTERNATE PRACTICE SITE, CHECK HERE ☐
AND PRINT ALTERNATE ADDRESS AND TELEPHONE NUMBER ON REVERSE SIDE

PATIENT [REDACTED] D.O.B. [REDACTED]

ADDRESS [REDACTED] DATE 11/20/14

[REDACTED]

Pome chair

1

MSL2N0614003304

SUBSTITUTION PERMISSIBLE DO NOT SUBSTITUTE

DO NOT REFILL

REFILL TIMES

SIGNATURE OF PRESCRIBER [REDACTED]

Use a separate form for each controlled substance prescription

THEFT, UNAUTHORIZED POSSESSION/ABUSE OR USE OF THIS FORM INCLUDING ALTERATIONS OR FORGERY ARE CRIMES PUNISHABLE BY LAW

CERTIFICATE OF MEDICAL NECESSITY — CONTINUATION FORM

Form Approved
OMB No. 0938-0673
DME 11.02

PATIENT NAME

SECRET

PATIENT HICN

HNSH #

Narrative Description of Equipment and Cost (continued)

(1) Narrative description of all items, accessories and options ordered; (2) Supplier's charge; and (3) Medicare Fee Schedule Allowance for each item, accessory and option. (see instructions on back.)

SUPPLIER CHARGE MEDICARE ALLOWED

1. K0823	POWER WHEEL CHAIR	1	\$5000.00	\$ 3641.40
2. E2603	SKIN PROTECTION SEAT CUSHION	1	\$200.00	\$ 137.19
3. E2611	GENERAL USE BACK CUSHION	1	\$300.00	\$ 282.68
4. E2363	SEALED LEAD ACID BATTERY, EACH	2	\$400.00	\$ 336.66
5. E2367	BATTERY CHARGER, DUAL MODE	1	\$400.00	\$ 379.27
6. E0990	ELEVATING LEG REST	2	\$200.00	\$ 180.66
7. E0978	SEAT BELT	1	\$40.00	\$ 38.64
8. E0995	CALF PAD	1	\$30.00	\$ 23.92
9. E1226	RECLINING BACK	1	\$600.00	\$ 572.93

SECTION D

PHYSICIAN Attestation and Signature/Date

I certify that I am the treating physician identified in Section A of this form. I have received Sections A, B and C of the Certificate of Medical Necessity (including charges for items ordered). My statement on my letterhead attached hereto, has been reviewed and signed by me. I certify that the medical information is true, accurate and complete, to the best of my knowledge, and I understand that any falsification of material fact in that section may subject me to civil or criminal liability.

PHYSICIAN'S SIGNATURE

Signature and Date Stamp Not Acceptable.

Form CMS-854 (09/05)

DATE 11 / 20 / 14

[REDACTED]

Date: 11/20/14

Patient: [REDACTED]

DOB: [REDACTED] Age: [REDACTED] Ht: [REDACTED] Wt: [REDACTED] Sex: [REDACTED]

Equipment: PMD

Length Needed: 99 months (Life time)

Face to face evaluation:

[REDACTED] is in my office for face to face evaluation, he is [REDACTED] suffering from HTN, Hyperlipidemia, arthritis involving B/L small and large joints of both upper and lower extremities, having bursitis of shoulders, also pain in wrists B/L and elbows. Patient had an accident about 4 yrs back with injury to his back, since then he is having severe backache due to nerve impingement, also has ambulatory dysfunction, loss of balance. He also has COPD, Obstructive sleep apnea and gets short of breath with minimal exertion. He also has hypovitaminosis, his pain is not controlled even with percosit, tramadol, gabapentin, ibuprofen, and for that reason is referred to pain management and neurologist.

He is confined to his house and unable to perform ADL's (Activities of daily living) such as: cooking, bathing, lifting, laundry, dressing, moving between room to room safely and in timely manner without support of the others, unable to stand from sitting position without help of others. He is dependent on his son who lives with him and takes his care. He is using, cane, and prescribed Left knee brace, B/L wrist braces, walker with seat, but now due to severe pain to shoulders, wrists, hands, weakness of upper part of the body, and dyspnea he is unable to use those mobility equipments by himself. He needs a PMD to become mobile otherwise he will be completely confined to his bed, this equipment is his only way to move out of his bed and perform some ADL's safely and by himself in a timely manner. He is also prone to injuries with manual devices, and also difficulty to operate these devices puts him in depression and further anxiety.

I am ordering a PMD for him to use at home and will going to need this equipment for life time. I certify that this equipment is medically necessary for the treatment of this patient. It will provide him the safety, comfort and freedoms to get out of the bed and move between the rooms and perform some ADL are by him independently, and relieve his depression without being dependent on others. Patient does not have upper and lower body strength; his Range of motions is very limited due to severe pain.

Range of motions:

Right Shoulder Flexion: 115°, Extension: 25°, Abduction 95°, Medial Rotation 20°, Lateral rotation 45°, Muscle strength 4-/5

Left Shoulder Flexion: 115°, Extension: 25°, Abduction 95°, Medial Rotation 20°, Lateral rotation 45°, Muscle strength 4-/5, Pain level to upper extremity 9/10,

Pain level to lower back 9/10

B/L hip Flexion: 65°, Extension: 20°, Abduction 25°, Adduction 15°, Medial Rotation 20°, Lateral rotation 15°, Muscle strength 3-/5, pain level 8/10

Right Knee Flexion: 50°, muscle strength 3-/5, pain level 8/10

Left Knee Flexion: 40°, muscle strength 3-/5, pain level 9/10

In my professional opinion, [REDACTED] need this equipment immediately, considering his age and health, any fall can be disastrous for him, which will add more pain and suffering to the patient .

[REDACTED]



Horizon Blue Cross Blue Shield of New Jersey

Making Healthcare Work



**Horizon
NJ Health**

THIS IS NOT A BILL

December 16, 2014

Dear [REDACTED]

Please be advised that the treatment scheduled for Horizon NJ Health member, [REDACTED] is approved according to the specifications below:

Reference Number: [REDACTED]

Name of Requesting Provider: [REDACTED]

Name of Servicing Provider: BREATHE RITE MEDICAL AND SURGICAL EQUIPMENT LLC

Diagnosis Code:

959.19 - INJURY NOS, OTHER SITES, TRUNK

Type of Authorization: Home, Durable Medical Equipment Purchase, K0823, PWC gp 2 std cap chair

Treatment Date Range: 12/08/2014 - 05/31/2015

Number of Visits/Units Authorized: 1

Type of Authorization: Home, Durable Medical Equipment Purchase, E2603, Skin protect wc cus wd <22in

Treatment Date Range: 12/08/2014 - 05/31/2015

Number of Visits/Units Authorized: 1

Type of Authorization: Home, Durable Medical Equipment Purchase, E2611, Gen use back cush wth <22in

Treatment Date Range: 12/08/2014 - 05/31/2015

Number of Visits/Units Authorized: 1

Type of Authorization: Home, Durable Medical Equipment Purchase, E1226, Manual fully reclining back

Treatment Date Range: 12/08/2014 - 05/31/2015

Number of Visits/Units Authorized: 1

Type of Authorization: Home, Durable Medical Equipment Purchase, E2363, Gr24 sealed leadacid battery

Treatment Date Range: 12/08/2014 - 05/31/2015



Horizon Blue Cross Blue Shield of New Jersey

Making Healthcare Work.



**Horizon
NJ Health**

Number of Visits/Units Authorized: 2

Treatment authorization is dependent upon eligibility of the member. All claims must be submitted to Horizon NJ Health within 180 days of the date of service to be eligible for payment. Claims should be mailed to the following address:

**Horizon NJ Health
Claims Processing Department
P.O. Box 7117
London, Kentucky 40742**

Pursuant to N.J.A.C. 10:49-7.3(d), Medicaid and Family Care members are not responsible for any non-reimbursed care.

If you have any questions, please contact us at 1-877-765-4325.

Thank you,
Utilization Management Department

CC: [REDACTED] BREATHE RITE MEDICAL AND SURGICAL
EQUIPMENT LLC



Breathe Rite
Medical & Surgical Equipment, LLC

PHONE: 609.394.2770

FAX: 609.394.2775

258 NORTH CLINTON AVENUE, TRENTON, NJ 08609

E-Mail: breatheite@hotmail.com

DATE: 12/16/14 Time: _____ AM / PM PERSON CALLING: _____
LAST NAME: _____ FIRST NAME: _____ MIDDLE: _____
ADDRESS: _____ APT# _____ CITY: _____
STATE: _____ ZIP: _____ PHONE: _____
SOCIAL SECURITY#: _____ PT D.O.B: _____ HEIGHT: _____ WEIGHT: _____
NEXT OF KIN: _____ RELATIONSHIP: _____ PHONE: _____
MEDICAID MEDICARE ID#: _____ OTHER INS# HJH # _____
DOCTOR: _____ PHONE: _____
DIAGNOSIS: 959.19, 496, 327.23, 715.9, 715
EQUIPMENT PRESCRIBED: Power wheel chair.

SATURATION: _____ % PULSE-OX: _____ % DATE: _____ ADDRESS: _____

2-5 Delivery Confirmed Pick-Up / Exchange / Repair / Loaner

EQUIPMENT SERIAL#: JB328214107C30 MODEL# _____
Jazz select Elite Power wheel chair

EQUIPMENT SERIAL#: _____ MODEL# _____

EQUIPMENT SERIAL#: _____ MODEL# _____

EQUIPMENT SERIAL#: _____ MODEL# _____

EQUIPMENT SERIAL#: _____ MODEL# _____

I am responsible to inform Breathe Rite if there is any change in prescription or discontinuation of service. I have received information on how to contact the company in case of emergency or natural disaster.

I authorize payment of Medicare, Medicaid and all other insurance benefit be made on my behalf to Breathe Rite Medical for any services furnished to me. Medicare/other insurances will only pay for services that it determines to be "reasonable and necessary" under section 1862(a) (1) of the Medicare law. If Medicare/other insurances determines that a particular service, although it would otherwise be covered, is not "reasonable and necessary" under the Medicare/other insurances program standards, Medicare/other insurances will deny payment for that service. I have been notified by my supplier that he or she believes that in some cases Medicare/other insurances is likely to deny payments for the items or services identified above. If Medicare/other insurances deny payment, I agree to be personally responsible for payment. I authorize any holder of hospital or medical information about me to release the information request to the health care administration. Its agent and my insurance company for the determination of benefits payable for related services furnished to me. I authorize the release of hospital records, doctor's records, nursing home's records or any health information.

Patient Signature: _____ Name: _____

Beneficiary's legal representative signature: _____

Date: 2-11-15 Breathe Rite representative signature: _____



Bro the Rite
Medical
Medical Equipment, LLC

258 NORTH CLINTON AVE. TRENTON, NJ 08609

PHONE: 609.394.2770

FAX: 609.394.2775

E-Mail: brotherite@hotmail.com

Patient Name: [REDACTED]

Address: [REDACTED]

Phone: [REDACTED]

Primary Ins: [REDACTED]

Secondary Ins: [REDACTED]

Estimated length of Equipment Need: 99-Lifetime, unless otherwise specified _____ months

L50 (Lumbar Sacral Orthosis) / TLSO (Thoracic - Lumbar - Sacral - Orthosis)

- ☐ L0648 Sagittal control with rigid anterior and posterior panels; support that extends from sacrococcygeal junction to T-9 vertebrae
☐ L0627 Sagittal control with anterior and posterior panels that extend from L-1 to below L-5 vertebrae
☒ L0456 TLSO, flexible, provides trunk support, thoracic region

Hinged Rom Knee Brace

☐ Left ☐ Right

☐ B/L

☐ L1816 Wrap-Around / Knee Stabilizer

☐ L1833 Hinged ROM Knee Brace

☐ L1843 OA Knee Brace

☐ L1845 ACL, PCL, MCL, LCL Brace

Wrist Brace w/ Thumb Spica

☐ Left ☐ Right

☐ B/L

☐ L3807 Wrist Brace with Thumb Spica

☐ L3908 Cook-Up Splint / Wrist Brace

☐ L3809 Wrist Brace with Abducted Thumb

Ankle Brace / Ankle Stirrup

☐ Left ☐ Right

☐ B/L

☐ L4350 Ankle Stirrup

☐ L1902 Dynamic Ankle

☐ L1906 Hinged Ankle Brace

☒ Tens unit

☐ Cervical Collar

☐ Moist Heat Pad

☐ B.P. Monitor

☐ Shoe Insoles

☐ Heel Gel Cushions

☐ Shower Chair

☐ Compression Stocking

☐ Knee High

☐ Thigh High

(15-20mmHG 20-30mmHG 30-40mmHG)

I certify that this equipment: _____ is medically necessary for the treatment of this patient.

I also certify that; this document serves as a Physician's Order and Statement of Medical Necessity for the above referenced patient for prescribed items.

Diagnosis: M54.16

Physician's Signature

NPI#

Date

6/28/18

Prescription / Rx / Letter of Medical Necessity

Patient Name: [REDACTED] DOB: [REDACTED] Address: [REDACTED]
 Phone: [REDACTED] Primary Ins: [REDACTED] Secondary Ins: [REDACTED]
 Treating Physician: [REDACTED] NPI: [REDACTED] Phone: [REDACTED]
 Estimated length of Equipment Need: 99-Lifetime, unless otherwise specified 99 months

LSO (Lumbar Sacral Orthosis) / TLSO (Thoracic-Lumbar-Sacral-Orthosis)

- ☐ L0637 Sagittal & coronal control brace with posterior support that extends from sacrococcygeal junction to T-9 vertebrae
- ☐ L0631 Sagittal control with rigid anterior and posterior panels; support that extends from sacrococcygeal junction to T-9 vertebrae
- ☒ L0648 Sagittal control with rigid anterior and posterior panels; support that extends from sacrococcygeal junction to T-9 vertebrae
- ☐ L0627 Sagittal control with anterior and posterior panels that extend from L-1 to below L-5 vertebrae
- ☐ L0642 Sagittal control with anterior and posterior panels that extend from L-1 to below L-5 vertebrae
- ☐ L0456 TLSO, flexible, provides trunk support, thoracic region
- ☐ L0462 Triplanar control, modular segmented spinal system, three rigid plastic shells, posterior extends from the sacrococcygeal junction and terminates just inferior to the scapular spine, anterior extends from the symphysis pubis to the sternal notch

Hinged Rom Knee Brace

- ☐ Left ☐ Right ☐ B/L
- ☐ L1832 Hinged ROM Knee Brace ☐ L1810 Wrap-Around/ Knee Stabilizer
- ☐ L1833 Hinged ROM Knee Brace ☐ L1820 Hinged Knee Brace

Wrist Brace w/ Thumb Spica

- ☐ Left ☐ Right ☐ B/L
- ☐ L3807 Wrist Brace with Thumb Spica ☐ L3908 Cock-Up Splint/ Wrist Brace ☐ L3809 Wrist Brace with Abducted Thumb

Ankle Brace/ Ankle Stirrup

- ☐ Left ☐ Right ☐ B/L
- ☐ L4350 Ankle Stirrup ☐ L1902 Dynamic Ankle ☐ L1906 Hinged Ankle Brace ☐ L1971 Accord Ankle ROM

- ☒ Tens unit ☐ Cervical Collar ☐ Moist Heat Pad ☐ B.P. Monitor ☐ Shoe Insoles
- ☐ Heel Gel Cushions ☐ Shower Chair ☐ Compression Stockings ☐ Cane / Quad Cane

Diagnosis/ Medical Necessity:

- ☐ M47.817 Lumbosacral Spondylosis without myelopathy
- ☐ M47.14 Spondylogenic compression, Thoracic region
- ☒ M51.26 Herniated Disk, Lumbar region
- ☐ M51.34 Degenerative Disk Disease, Lumbar region
- ☐ M48.04 Spinal Stenosis, Thoracic region
- ☐ M48.06 Spinal Stenosis, Lumbar region
- ☒ M54.5 Lumbago
- ☐ M54.3 Sciatica
- ☐ (M51.36-M51.37) Degeneration of lumbar/lumbosacral disc
- ☒ M54.16 Radiculopathy, Lumbar region
- ☐ (M54.14, M54.15) Thoracic or Lumbar neuritis or radiculitis
- ☐ M53.2X6 Lumbar Instability
- ☒ M43.06 Spondylolysis, Lumbar region
- ☒ S33.5XXA Lumbar Strain / Sprain
- ☒ M62.830 Muscle Spasm of Back
- ☐ M81.0 Osteoporosis
- ☐ M15.0 Osteoarthritis; Generalized
- ☐ M06.9 Rheumatoid Arthritis
- ☐ M62.81 Muscle Weakness; Generalized
- ☒ M54.2 Cervicalgia
- ☐ I67.89 CVA
- ☐ G80.9 Infantile cerebral palsy, unspecified
- ☐ G81.90 Hemiplegia, unspecified
- ☐ G57.90 Mononeuritis of lower limb, unspecified
- ☐ G83.4 Cauda equina syndrome
- ☐ R26.89 Abnormality of gait
- ☐ Z91.81 History of falls
- ☐ M25.579 Joint Pain Ankle, Foot
- ☐ M75.00 Adhesive Capsulitis/Frozen Shoulder
- ☐ M75.100 Rotator Cuff Syndrome
- ☒ G89.4 Chronic Pain Syndrome
- ☐ M79.7 Fibromyalgia
- ☒ M79.1 Myalgia
- ☐ M46.1 Sacroilitis
- ☐ M17.0 Bilateral Primary Osteoarthritis of Knee
- ☐ Other: _____
- ☒ To reduce pain by restricting mobility of the trunk / Knee / Wrist / Ankle
- ☐ To facilitate following an injury to the spine or related soft tissue
- ☐ To facilitate healing following a surgical procedure on the spine or related soft tissue, date of procedure: _____ Description: _____
- ☐ To otherwise support weak spinal muscles and/ or deformed spine
- ☐ M25.569 Pain in unspecified knee
- ☐ M25.529 Elbow pain
- ☐ M19.90 Unspecified osteoarthritis, unspecified site
- ☐ M77.00 Medial Epicondylitis / Golfers Elbow
- ☐ M77.1 Lateral Epicondylitis / Tennis Elbow
- ☐ M17.9 Osteoarthritis Knee: unspecified
- ☐ M23.90 Knee ligamentous disruption
- ☐ M23.009 Meniscal cartilage derangement
- ☐ M22.4 Chondromalacia patella
- ☐ S83.106A Dislocation of Knee
- ☐ (S83.90XA-S86.919A) Sprains and strains of knee
- ☐ T84.498A Failed total knee arthroplasty
- ☐ M66.259 Rupture of tendon, nontraumatic-quadriceps tendon
- ☐ M75.80 Subacromial Bursitis
- ☐ M70.6 Trochanteric Bursitis
- ☐ G56.00 Carpal tunnel syndromes
- ☐ M19.049 Osteoarthritis of wrist
- ☐ J44.9 COPD
- ☐ R06.2 Wheezing
- ☐ I50.9 CHF
- ☐ J45.998 Asthma
- ☒ I10 Essential hypertension
- ☐ R60.9 Edema
- ☐ I73.9 Peripheral Vascular Disease
- ☐ I87.2 Venous (peripheral) insufficiency
- ☐ N18.6 ESRD
- ☐ M79.646 Pain in fingers; unspecified
- ☐ M72.2 Plantar Fasciitis
- ☐ M23.205 Derangement of medial meniscus due to old tear/ injury

I certify that this equipment: Back Brace + Tens Unit is medically necessary for the treatment of this patient. I also certify that; this document serves as a Physician's Order and Statement of Medical Necessity for the above referenced patient for prescribed items.

Physician's Signature

NPI#

Date

6-28-78

DELIVERY/PICKUP TICKET

BREATHE RITE MEDICAL AND SURGICAL

258 N. CLINTON AVE
TRENTON, NJ 08609-1031
(609) 394-2770

☒ Delivery


☐ Pickup

☐ Service

Date: 07/02/2018

Beneficiary name: [REDACTED]		Acct#: [REDACTED]	
Address: [REDACTED]		City: [REDACTED]	State: [REDACTED] Zip: [REDACTED]
Phone #: [REDACTED]	DOB: [REDACTED]	Sex: [REDACTED]	Height: [REDACTED] Weight: [REDACTED]
Social Security #: [REDACTED]		Primary ID: [REDACTED]	Secondary ID: [REDACTED]
Doctor: [REDACTED]	Phone #: [REDACTED]	Fax #: [REDACTED]	NPI: [REDACTED]
Address: [REDACTED]			

Quantity	HCPCS Code	Description	Item Code #	Model / Serial#
1	L0648	Back Brace		
1	E0730	Tens Unit <i>US</i>	<i>176062131</i>	<i>858563006171</i>
1	A4595	Electrodes		



Delta LSO Back Brace
DL-31 Universal
Sugg HCPC:
1694201318 9 L0631 OR L0648

Comments / Instructions

Please sign on 2 pages

Delivery Tech Int [REDACTED]

I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below. I authorize payment of medical benefits to the undersigned physician or supplier of services described.

[REDACTED]
Responsible Party/ Agent

[REDACTED]
Received By

7/5/18
Date



Purchase Order: (FOR PURCHASED ITEMS ONLY)

This is to inform the Customer, Patient, Patient representative, or HealthCare services that this equipment, _____, will be billed as a purchase item to your Insurance Company. Once the equipment is billed to your insurance company there is no exchange, refund or pick-up; all sales are final.

Waiver:

I authorize the release of Medical, Clinical, and Hospital records to Breathe Rite Medical and Surgical Equipment LLC.
I authorize any holder of hospital or medical information about me to release the information requested to the health care administration department, its agent, and my insurance company for the determination of benefits payable for related services furnished to me.
I understand my insurance company may not pay for some/all services, in which case I agree to pay the whole amount.
I understand Breathe Rite Medical accepts assignment and accepts whatever Medicare pays, but in situations where Medicare denies or does not cover the service(s), I take full responsibility to pay for those services.
I have read this waiver form and understand that I will be responsible for Deductibles, Co-Pay Amounts, and for any services which get denied or are not covered by my insurance company for any reason.
I understand that Breathe Rite Medical has the right to take legal action or use a collection agency in case payment is not made by the patient or the patient's authorized Legal Representative.
By signing below I agree to pay any amount not covered by my insurance company.

Equipment Warranty Information:

Every product sold or rented by our company carries a 1- year manufacturer's warranty. Breathe Rite Medical will notify all Medicare beneficiaries of the warranty coverage, and will honor all warranties under applicable law.

Breathe Rite Medical will repair or replace, free of charge, Medicare covered equipment that is under warranty. In addition, an owner's manual with warranty information will be provided to beneficiaries for all durable medical equipment where this manual is available.

I have been instructed and understand the warranty coverage on the product I have received.

Documentation Check List:

I certify that I have received the following documentation:

1. Home safety check list
2. Medicare standards for (DME) suppliers
3. Patient satisfaction survey
4. Patient rights and responsibilities
5. Equipment warranty form
6. Equipment manual
7. Equipment orientation checklist

Before you sign read everything carefully; understand the terms and conditions such as, you might be responsible for your deductible, co-pay and if your insurance denies the claim then you will be responsible for the payment. If you understand the terms and conditions please sign below. If you have any questions, please call our office Monday- Friday between 9:00am & 5:00pm at (609) 394-2770.

Patient Signature: _____

Date: 7/5/18

Patient Date of Birth: ____/____/____

Patient's Medicare ID/HIC#: _____

Representative Signature: _____ Representative Name: _____

Breathe Rite Representative Signature: _____

Date: 7/5/18



Breathe Rite
Medical & Surgical Equipment, L.L.C.
258 N. Clinton Ave.
Trenton, NJ 08609-1031
(609) 394-2770



ORDER TYPE: DELIVERY

DATE OF ORDER: 9/16/2015

PATIENT ID: [REDACTED]

ORDER NO: 8796
ENTERED BY: BreatheRite3
DELIVERY:

PATIENT INFORMATION:

DELIVERY INFORMATION:

TECH INITIALS: _____

PHYSICIAN INFORMATION:

PHONE: [REDACTED]

INSURANCE 1: HORIZON NJ HEALTH
INSURANCE 2: MEDICAID

ORDER REFERRED BY:

PRODUCT NO	HCPC	PRODUCT DESCRIPTION	UNIT PRICE	QTY	BILLED AMT	PT RESP
BACK BRACE	L0631	ORTHOTECH GENESIS831 LSO	\$475.00	1 EA	\$475.00 SUPPLY	\$0.00
KNEE BRACE	L1832	ADVANCED ORTHOPAEDICS MIN KNEE	\$400.00	2 EA	\$800.00 SUPPLY	\$0.00



ENDEAVOR 31
ER-31



Sugg HCPCS:
L0631 OR L0648

HCPCS Code: L1832
Model # US0603DIB
VERTALOC DYNAMIC
KNEE BRACE



2XLarge

HCPCS Code: L1832
Model # US0603DIB
VERTALOC DYNAMIC
KNEE BRACE



2XLarge

DELIVERY NOTES:

SUBTOTAL: \$0.00

APPLICABLE TAX: \$0.00

TOTAL PATIENT **
RESPONSIBILITY: \$0.00

If products are billed to your insurance carrier, this amt
is an estimate based on the carrier's fee schedule.

Please see Attached Additional Documentation:

Before you sign read everything carefully; understand the terms and conditions such as, you might be responsible for your deductible, co-pay and if your insurance denies the claim then you will be responsible for the payment. If you understand the terms and conditions please sign below.

If you have any questions, please call our office Monday-Friday between 9:00am & 5:00pm at (609) 394-2770.

[REDACTED] (party)

If someone other than the beneficiary is signing this form, please complete the following information for the person that is accepting responsibility for services on behalf of the beneficiary. By signing on behalf of the customer, I acknowledge that I have the authority to do so.

Relationship to Beneficiary: _____

Phone: (_____) _____ - _____

Reason why beneficiary cannot sign this form: [REDACTED]

Breathe Rite Representative Signature: [REDACTED]

Date: _____

Additional Documentation:

Purchase Order: (FOR PURCHASED ITEMS ONLY)

This is to inform the Customer, Patient, Patient representative, or HealthCare services that this equipment, _____, will be billed as a purchase item to your insurance Company. Once the equipment is billed to your insurance company there is no exchange, refund or pick-up; all sales are final.

Waiver:

I authorize the release of Medical, Clinical, and Hospital records to Breathe Rite Medical and Surgical Equipment LLC. I authorize any holder of hospital or medical information about me to release the information requested to the health care administration department, its agent, and my insurance company for the determination of benefits payable for related services furnished to me.

I understand my insurance company may not pay for some/all services, in which case I agree to pay the whole amount.

I understand Breathe Rite Medical accepts assignment and accepts whatever Medicare pays, but in situations where Medicare denies or does not cover the service(s), I take full responsibility to pay for those services.

I have read this waiver form and understand that I will be responsible for Deductibles, Co-Pay Amounts, and for any services which get denied or are not covered by my insurance company for any reason.

I understand that Breathe Rite Medical has the right to take legal action or use a collection agency in case payment is not made by the patient or the patient's authorized Legal Representative.

By signing below I agree to pay any amount not covered by my insurance company.

Equipment Warranty Information:

Every product sold or rented by our company carries a 1- year manufacturer's warranty. Breathe Rite Medical will notify all Medicare beneficiaries of the warranty coverage, and will honor all warranties under applicable law.

Breathe Rite Medical will repair or replace, free of charge, Medicare covered equipment that is under warranty. In addition, an owner's manual with warranty information will be provided to beneficiaries for all durable medical equipment where this manual is available.

I have been instructed and understand the warranty coverage on the product I have received.

Documentation Check List:

I certify that I have received the following documentation:

- 1.Home safety check list
- 2.Medicare standards for (DME) suppliers
- 3.Patient satisfaction survey
- 4.Patient rights and responsibilities
- 5.Equipment warranty form
- 6.Equipment manual
- 7.Equipment orientation checklist

[Redacted Signature]

[Redacted Signature]

[Redacted Signature]

**Medicare Capped Rental and Inexpensive or Routinely
Purchased Items Notification for
Services on or after January 1, 2006**

I received instructions and understand that Medicare defines the _____
that I received as being either a capped rental or an inexpensive or routinely purchased
item.

_____ **FOR CAPPED RENTAL ITEMS:**

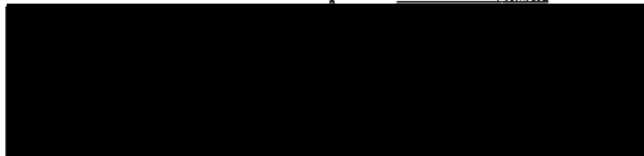
- Medicare will pay a monthly rental fee for a period not to exceed 13 months, after which ownership of the equipment is transferred to the Medicare beneficiary.
- After ownership of the equipment is transferred to the Medicare beneficiary, it is the beneficiary's responsibility to arrange for any required equipment service or repair.
- Examples of this type of equipment include:
Hospital beds, wheelchairs, alternating pressure pads, air-fluidized beds, nebulizers, suction pumps, continuous airway pressure (CPAP) devices, patient lifts, and trapeze bars.

_____ **FOR INEXPENSIVE OR ROUTINELY PURCHASED ITEMS:**

- Equipment in this category can be purchased or rented; however, the total amount paid for monthly rentals cannot exceed the fee schedule purchase amount.
- Examples of this type of equipment include:
Canes, walkers, crutches, commode chairs, low pressure and positioning equalization pads, home blood glucose monitors, seat lift mechanisms, pneumatic compressors (lymphedema pumps), bed side rails, and traction equipment.
- I select the:

Purchase Option _____

Rental Option _____



Date

Durable Medical Equipment Order

04/12/2017

Prescriber	Supplier

Patient Information

Patient Name		Breathe Rite 258 N. Clinton Ave. Trenton NJ 08609 609-394-2770
Sex - DOB - Age		
Address		
Phone		
Primary Insurance	Horizon NJ Health (Medicaid Repl Policy Holder:	
Secondary Insurance	Medicaid-NJ (Medicaid) ID: Policy Holder:	

DME C

Applicable Diagnoses	• Venous insufficiency of leg ICD-10: I87.2: Venous insufficiency
Supply	COMPRESSION STOCKING KNEE HIGH 20-30 MMHG Size: right ankle-12" right leg-20.75" knee-heel-16.5" left ankle-12.5" left leg-22.25" knee-heel-17"
Quantity	1
SIG	
Refills Allowed	
DAW?	N
Note to Supplier	

Electronically Signed by

04/12/2017

Electronically ordered/documentated by:

Prescription is void if more than one (1) prescription is written per blank.



Breathe Rite

Medical & Surgical Equipment, LLC

258 N. Clinton Ave.
Trenton, NJ 08609-1031
(609) 394-2770



ORDER TYPE: DELIVERY

DATE OF ORDER: 4/21/2017

PATIENT ID: [REDACTED]

ORDER NO: [REDACTED]

ENTERED BY: [REDACTED]

DELIVERY: [REDACTED]

PATIENT INFORMATION:

DELIVERY INFORMATION:

TECH INITIALS: _____

PHYSICIAN INFORMATION:

ORDER REFERRED BY:

PHONE: [REDACTED]

INSURANCE 1: HORIZON NJ HEALTH

INSURANCE 2: MEDICAID

PRODUCT NO	HCPC	PRODUCT DESCRIPTION	UNIT PRICE	QTY	BILLED AMT	PT RESP
COMPRES	A8531	TRUFORM 8865 BK CT 20-30	\$0.00	1 EA	\$0.00 SUPPLY	\$0.00

20-30mmHg UHther
811538 021669 ex
model 2420
Size XL. Beige

1 pair

DELIVERY NOTES:

Height: [REDACTED]
DOB: [REDACTED]

Weight: [REDACTED]

Contact Name: [REDACTED]

Contact Phone: [REDACTED]

SUBTOTAL: \$0.00

APPLICABLE TAX: \$0.00

TOTAL PATIENT **
RESPONSIBILITY: \$0.00

If products are billed to your insurance carrier, this amt is an estimate based on the carrier's fee schedule.

Please see Attached Additional Documentation:

Before you sign read everything carefully; understand the terms and conditions such as, you might be responsible for your deductible, co-pay and if your insurance denies the claim then you will be responsible for the payment. If you understand the terms and conditions please sign below.

If you have any questions, please call our office Monday-Friday between 9:00am & 5:00pm at (609) 394-2770.

PRINT NAME (Please Print Clearly)

AUTHORIZED SIGNATURE

DATE OF SIGNATURE

If someone other than the beneficiary is signing this form, please complete the following information for the person that is accepting responsibility for services on behalf of the beneficiary. By signing on behalf of the customer, I acknowledge that I have the authority to do so.

Relationship to Beneficiary: [REDACTED]

Phone: [REDACTED]

Reason why beneficiary cannot sign this form: [REDACTED]

Breathe Rite Representative Signature: [REDACTED]

Date: _____

State of New Jersey
PRESCRIPTION BLANK

Attachment VII -
Upcoding Example
Claim Service Date 10/12/2016

LICENSE #

DEA #

IF PRESCRIPTION IS WRITTEN AT ALTERNATE PRACTICE SITE, CHECK HERE ☐ YES ☐ NO

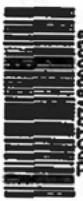
PATIENT #

ADDRESS



Night splint

Dr. Bill Nantier
fasciitis



719070718000038

SUBSTITUTION PERMISSIBLE

DO NOT SUBSTITUTE

DO NOT REFILL

SIGNATURE OF PRESCRIBER

REFILL: _____ TIMES

Use separate form for each controlled substance prescription

THIS PRESCRIPTION FORM IS ONE OF THE FORMS REQUIRED BY THE BOARD OF MEDICAL PROFESSIONS OF THE STATE OF NEW JERSEY

Prescription / Rx / Letter of Medical Necessity

Patient Name: [REDACTED] DOB: [REDACTED] Address: [REDACTED]
 Phone: [REDACTED] Primary Ins: [REDACTED] Secondary Ins: [REDACTED]
 Treating Physician: [REDACTED] NPI: [REDACTED] Phone: [REDACTED]
 Estimated length of Equipment Need: [REDACTED] Lifetime/unless otherwise specified 99 months

- LSO (Lumbar Sacral Orthosis)** **TLSO (Thoracic-Lumbar-Sacral-Orthosis)**
- ☐ L0637 Sagittal & coronal control brace with posterior support that extends from sacrococcygeal junction to T-9 vertebrae
 - ☐ L0631 Sagittal control with rigid anterior and posterior panels; support that extends from sacrococcygeal junction to T-9 vertebrae
 - ☐ L0648 Sagittal control with rigid anterior and posterior panels; support that extends from sacrococcygeal junction to T-9 vertebrae
 - ☐ L0627 Sagittal control with rigid anterior and posterior panels that extend from L-1 to below L-5 vertebrae
 - ☐ L0456 TLSO, flexible, provides trunk support, thoracic region
 - ☐ L0462 Triplanar control, modular segmented spinal system, three rigid plastic shells, posterior extends from the sacrococcygeal junction and terminates just inferior to the scapular spine, anterior extends from the symphysis pubis to the sternal notch

- Hinged Rom Knee Brace** ☐ Left ☐ Right ☐ B/L
- ☐ L1832 Hinged ROM Knee Brace
 - ☐ L1833 Hinged ROM Knee Brace
 - ☐ L1810 Wrap-Around/ Knee Stabilizer
- Wrist Brace w/ Thumb Spica** ☐ Left ☐ Right ☐ B/L
- ☐ L3807 Wrist Brace with Thumb Spica
 - ☐ L3908 Cock-Up Splint/ Wrist Brace
 - ☐ L3809 Wrist Brace with Abducted Thumb
- Ankle Brace/ Ankle Stirrup** ☐ Left ☐ Right ☐ B/L
- ☐ L4350 Ankle Stirrup
 - ☐ L1902 Dynamic Ankle
 - ☐ L1906 Hinged Ankle Brace

- ☐ Power Wheel Chair (On Commercial Insurance/ Medicaid HMO)
- ☐ Scooter
 - ☐ Commode
 - ☐ Nebulizer
 - ☐ Tens unit
 - ☐ Lymphedema Pump
 - ☐ B.P. Monitor (Only Home on NJ Family Care)
 - ☐ Shower Chair (Only Home on NJ Family Care)
 - ☐ Rollator/ Rolling Walker with Seat
 - ☐ Quad Cane ☐ Straight Cane
 - ☐ Semi-Electric Hospital Bed
 - ☐ Light Weight Manual Wheel Chair
 - ☐ Cervical Collar
 - ☐ Moist Heat Pad
 - ☐ Shoe Insoles ☒ Heel Gel Cushions
 - ☐ Diabetic Shoe ☐ Moldable Diabetic Shoe Insoles

Diagnosis/ Medical Necessity:

- ☐ M47.317 Lumbosacral Spondylosis without myelopathy
- ☐ M47.14 Spondylogenic compression, Thoracic region
- ☐ M51.26 Herniated Disk, Lumbar region
- ☐ M51.34 Degenerative Disk Disease, Lumbar region
- ☐ M48.04 Spinal Stenosis, Thoracic region
- ☐ M48.06 Spinal Stenosis, Lumbar region
- ☐ M54.5 Lumbago
- ☐ M54.3 Sciatica
- ☐ (M51.36-M51.37) Degeneration of lumbar/lumbosacral disc
- ☐ M54.16 Radiculopathy, Lumbar region
- ☐ (M54.14, M54.15) Thoracic or lumbar neuritis or radiculitis
- ☐ M53.2X6 Lumbar Instability
- ☐ M43.06 Spondylolysis, Lumbar region
- ☐ S33.5XXA Lumbar Strain/ Sprain
- ☐ M62.830 Muscle Spasm of Back
- ☐ M81.0 Osteoporosis
- ☐ M15.0 Osteoarthritis; Generalized
- ☐ M06.9 Rheumatoid Arthritis
- ☐ M62.81 Muscle Weakness; Generalized
- ☐ M54.2 Cervicalgia
- ☐ I67.89 CVA
- ☐ G80.9 Infantile cerebral palsy unspecified
- ☐ G81.90 Hemiplegia, unspecified
- ☐ G57.90 Mononeuritis of lower limb, unspecified
- ☐ G83.4 Cauda equina syndrome
- ☐ R26.89 Abnormality of gait
- ☐ Z91.81 History of falls
- ☐ M25.579 Joint Pain Ankle, Foot
- ☐ M75.00 Adhesive Capsulitis/ Frozen Shoulder
- ☐ M75.100 Rotator Cuff Syndrome
- ☐ G89.4 Chronic Pain Syndrome
- ☐ M79.7 Fibromyalgia
- ☐ M79.1 Myalgia
- ☐ M46.1 Sacroiliitis
- ☒ Other: E11.90
- ☐ To reduce pain by restricting mobility of the trunk / Knee / Wrist / Ankle
- ☐ To facilitate following an injury to the spine or related soft tissue
- ☐ To facilitate healing following a surgical procedure on the spine or related soft tissue, date of procedure: _____ Description: _____
- ☐ To otherwise support weak spinal muscles and/ or deformed spine
- ☐ M25.569 Pain in unspecified knee
- ☐ M25.529 Elbow pain
- ☒ M19.90 Unspecified osteoarthritis, unspecified site
- ☐ M77.00 Medial Epicondylitis / Golfers Elbow
- ☐ M77.1 Lateral Epicondylitis / Tennis Elbow
- ☐ M17.9 Osteoarthritis Knee: unspecified
- ☐ M23.90 Knee ligamentous disruption
- ☐ M23.009 Meniscal cartilage derangement
- ☐ M22.4 Chondromalacia patella
- ☐ S83.106A Dislocation of Knee
- ☐ (S83.90XA-S86.919A) Sprains and strains of knee
- ☐ T84.498A Failed total knee arthroplasty
- ☐ M66.259 Rupture of tendon, nontraumatic-quadriceps tendon
- ☐ M75.80 Subacromial Bursitis
- ☐ M70.6 Trochanteric Bursitis
- ☐ G56.00 Carpal tunnel syndromes
- ☐ M19.049 Osteoarthritis of wrist
- ☐ J44.9 COPD
- ☐ R06.2 Wheezing
- ☐ I50.9 CHF
- ☐ J45.998 Asthma
- ☐ I10 Essential hypertension
- ☐ R60.9 Edema
- ☐ I73.9 Peripheral Vascular Disease
- ☐ I87.2 Venous (peripheral) insufficiency
- ☐ N18.6 ESRD
- ☐ M79.646 Pain in fingers; unspecified
- ☒ M72.2 Plantar Fasciitis

I certify that this equipment: _____ is medically necessary for the treatment of this patient. I also certify that this document serves as a Physician's Order and Statement of Medical Necessity for the above referenced patient for prescribed items.

Physician's Signature

NPI#

Date

9.29.16



Breathe Rite
Medical & Surgical Equipment, LLC

258 NORTH CLINTON AVENUE, TRENTON, NJ 08609

PHONE: 609.394.2770

FAX: 609.394.2775

E-Mail: breatherite@hotmail.com

DATE: 10/12/16 Time: _____ AM / PM PERSON CALLING: _____

LAST NAME: _____ FIRST NAME: _____ MIDDLE: _____

ADDRESS: _____ APT# _____ CITY: _____

STATE: _____ ZIP: _____ PHONE: _____

SOCIAL SECURITY#: _____ PT D.O.B.: _____ HEIGHT: _____ WEIGHT: _____

RELATIONSHIP: _____ PHONE: _____

OTHER INS# HNTJH #

DOCTOR: _____ PHONE: _____ UPIN# _____

DIAGNOSIS: _____

EQUIPMENT PRESCRIBED: B/L night splints, Gell insoles

SATURATION: _____ % PULSE-OX: _____ % DATE: _____ ADDRESS: _____

Delivery / Pick-Up / Exchange / Repair / Loaner

EQUIPMENT SERIAL#: 0079869545-06 (20) MODEL# 58-240600

B/L night splint.

EQUIPMENT SERIAL#: 3842279544 MODEL# 39-818-04

Spenco gell insole.

EQUIPMENT SERIAL#: _____ MODEL# _____

EQUIPMENT SERIAL#: _____ MODEL# _____

EQUIPMENT SERIAL#: _____ MODEL# _____

I am responsible to inform Breathe Rite if there is any change in prescription or discontinuation of service. I have received information on how to contact the company in case of emergency or natural disaster.

I authorize payment of Medicare, Medicaid and all other insurance benefit to be made on my behalf to Breathe Rite Medical for any services furnished to me. Medicare/other insurances will only pay for services that it determines to be "reasonable and necessary" under section 1862(a) (1) of the Medicare law. If Medicare/other insurances determines that a particular service, although it would otherwise be covered, is not "reasonable and necessary" under the Medicare/other insurances program standards, Medicare/other insurances will deny payment for that service. I have been notified by my supplier that he or she believes that in some cases Medicare/other insurances is likely to deny payments for items or services identified above. If Medicare/other insurances deny payment, I agree to be personally responsible for payment. I authorize any holder of hospital or medical information about me to release the information request to the health care administration. Its agent and my ins/hor services furnished to me. I authorize the release of hospital records, doctor's records, nursing

Beneficiary's legal representative signature

Date: 10/12/16 Breathe Rite representative signature: _____



Breathe Rite
Medical & Surgical Equipment, LLC

258 NORTH CLINTON AVENUE, TRENTON, NJ 08609

PHONE: 609.394.2770

FAX: 609.394.2775

E-Mail: breatheRITE@hotmail.com

Purchase Order: (FOR PURCHASED ITEMS ONLY)

This is to inform the Customer, Patient, Patient representative, or HealthCare services that this equipment, _____, will be billed as a purchase item to your Insurance Company. Once the equipment is billed to your insurance company there is no exchange, refund or pick-up; all sales are final.

Waiver:

I authorize the release of Medical, Clinical, and Hospital records to Breathe Rite Medical and Surgical Equipment LLC.
I authorize any holder of hospital or medical information about me to release the information requested to the health care administration department, its agent, and my insurance company for the determination of benefits payable for related services furnished to me.
I understand my insurance company may not pay for some/all services, in which case I agree to pay the whole amount.
I understand Breathe Rite Medical accepts assignment and accepts whatever Medicare pays, but in situations where Medicare denies or does not cover the service(s), I take full responsibility to pay for those services.
I have read this waiver form and understand that I will be responsible for Deductibles, Co-Pay Amounts, and for any services which get denied or are not covered by my insurance company for any reason.
I understand that Breathe Rite Medical has the right to take legal action or use a collection agency in case payment is not made by the patient or the patient's authorized Legal Representative.
By signing below I agree to pay any amount not covered by my insurance company.

Equipment Warranty Information:

Every product sold or rented by your company carries a 1-year manufacturer's warranty. Breathe Rite Medical will notify all Medicare beneficiaries of the warranty coverage, and will honor all warranties under applicable law.

Breathe Rite Medical will repair or replace, free of charge, Medicare covered equipment that is under warranty. In addition, an owner's manual with warranty information will be provided to beneficiaries for all durable medical equipment where this manual is available.

I have been instructed and understand the warranty coverage on the product I have received.

Documentation Check List:

I certify that I have received the following documentation:

1. Home safety check list
2. Medicare standards for (DME) suppliers
3. Patient satisfaction survey
4. Patient rights and responsibilities
5. Equipment warranty form
6. Equipment manual
7. Equipment orientation checklist

Before you sign read everything carefully; understand the terms and conditions such as, you might be responsible for your deductible, co-pay and if your insurance denies the claim then you will be responsible for the payment. If you understand the terms and conditions please sign below. If you have any questions, please call our office Monday-Friday between 9:00am & 5:00pm at (609) 394-2770.

Patient Signature: _____

Date: 10-12-16

Patient Date of Birth: _____

Patient's Medicare ID/HIC#: _____

Representative Signature: _____

Representative Name: _____

Breathe Rite Representative Signature: _____

Date: 10/12/16

State of New Jersey
PRESCRIPTION BLANK

CERTIFICATION # [REDACTED] **DEA #** [REDACTED]
COLLABORATING PHYSICIAN
NAME [REDACTED] **LICENSE #** [REDACTED]
(Enter Address and Phone Number only if different from above)
ADDRESS [REDACTED] **PHONE #** [REDACTED]
PATIENT [REDACTED]
ADDRESS [REDACTED] **DATE** 8/14/15

☒ *Gauze 4x4*
Kling wrap
Ace Bandage
Change dressing QID
Dr. Stages ulcers legs #4 Bq

SUBSTITUTION PERMISSIBLE ☐ **DO NOT SUBSTITUTE** ☐
DO NOT REFILL ☐ **REFILL** ☐ **TIMES** [REDACTED]
Use a separate form for controlled substances.
THIS IS A PRESCRIPTION BLANK. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE. IT IS THE PROPERTY OF THE STATE OF NEW JERSEY AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

AELMCD615001189



Breathe Rite
Medical & Surgical Equipment, LLC

258 NORTH CLINTON AVENUE, TRENTON, NJ 08609

PHONE: 609.394.2770

FAX: 609.394.2775

E-Mail: breatherite@hotmail.com

DATE: 08/18/15 Time: _____ AM / PM PERSON CALLING: _____
LAST NAME: _____ FIRST NAME: _____ MIDDLE: _____
ADDRESS: _____ APT# _____ CITY: _____
STATE: _____ ZIP: _____ PHONE: _____
SOCIAL SECURITY#: _____ PT D.O.B: _____ HEIGHT: _____ WEIGHT: _____
NEXT OF KIN: _____ RELATIONSHIP: _____ PHONE: _____
medicaid MEDICARE ID#: _____ OTHER INS# HVJH # _____
DOCTOR: _____ PHONE: _____ NPI UPIN# _____
DIAGNOSIS: _____
EQUIPMENT PRESCRIBED: 4x4 Gauze Ace bandages

SATURATION: _____ % PULSE-OX: _____ % DATE: _____ ADDRESS: _____

Delivery / Pick-Up / Exchange / Repair / Loaner

EQUIPMENT SERIAL#: 30080196692419 MODEL# NON25497
48 Medline Sof-Form Conforming Stretch Gauze Bandages

EQUIPMENT SERIAL#: _____ MODEL# _____

①3M Selfwrap Ace bandage

EQUIPMENT SERIAL#: _____ MODEL# _____

EQUIPMENT SERIAL#: _____ MODEL# _____

EQUIPMENT SERIAL#: _____ MODEL# _____

I am responsible to inform Breathe Rite if there is any change in prescription or discontinuation of service. I have received information on how to contact the company in case of emergency or natural disaster.

I authorize payment of Medicare, Medicaid and all other insurance benefit be made on my behalf to Breathe Rite Medical for any services furnished to me. Medicare/other insurances will only pay for services that it determines to be "reasonable and necessary" under section 1862(a) (1) of the Medicare law. If Medicare/other insurances determines that a particular service, although it would otherwise be covered, is not "reasonable and necessary" under the Medicare/other insurances program standards, Medicare/other insurances will deny payment for that service. I have been notified by my supplier that he or she believes that in some cases Medicare/other insurances is likely to deny payments for the items or services identified above. If Medicare/other insurances deny payment, I agree to be personally responsible for payment. I authorize _____ to release the information request to the health care administration. Its agent and my insurance company _____ furnish to me. I authorize the release of hospital records, doctor's records, nursing home's records of _____ Equipment, LLC.

Patient Signature _____ Name: _____

Beneficiary's legal representative signature: _____

Date: 8/19/15 Breathe Rite representative signature: _____

State of New Jersey
PRESCRIPTION BLANK



LICENSE #

DEA #

IF PRESCRIPTION IS WRITTEN AT ALTERNATE PRACTICE SITE, CHECK HERE ☒
AND PRINT ALTERNATE ADDRESS AND TELEPHONE NUMBER ON REVERSE SIDE

PATIENT

D.O.B.

ADDRESS

DATE

3/29/17



Back Brace

bx,

MS4.5, M48.06



SUBSTITUTION PERMISSIBLE

DO NOT SUBSTITUTE

DO NOT REFILL

REFILL TIMES

Use a separate form for each controlled substance prescription

NEVER, UNAUTHORIZED POSSESSION AND/OR USE OF THIS FORM IS A VIOLATION OF THE NEW JERSEY NARCOTICS ACT AND IS SUBJECT TO PROSECUTION BY LAW

Prescription / Rx / Letter of Medical Necessity

Patient Name: [REDACTED] DOB: [REDACTED] Address: [REDACTED]
 Phone: [REDACTED] Primary Ins: [REDACTED] Secondary Ins: [REDACTED]
 Treating Physician: [REDACTED] NPI: [REDACTED] Phone: [REDACTED]
 Estimated length of Equipment Need: 99-Lifetime, unless otherwise specified 99 months

LSO (Lumbar Sacral Orthosis) / TLSO (Thoracic-Lumbar- Sacral- Orthosis)

- ☐ L0637 Sagittal & coronal control brace with posterior support that extends from sacrococcygeal junction to T-9 vertebrae
- ☐ L0631 Sagittal control with rigid anterior and posterior panels; support that extends from sacrococcygeal junction to T-9 vertebrae
- ☐ L0648 Sagittal control with rigid anterior and posterior panels; support that extends from sacrococcygeal junction to T-9 vertebrae
- ☒ L0627 Sagittal control with anterior and posterior panels that extend from L-1 to below L-5 vertebrae
- ☐ L0456 TLSO, flexible, provides trunk support, thoracic region
- ☐ L0462 Triplanar control, modular segmented spinal system, three rigid plastic shells, posterior extends from the sacrococcygeal junction and terminates just inferior to the scapular spine, anterior extends from the symphysis pubis to the sternal notch

Hinged Rom Knee Brace

- ☐ Left ☐ Right ☐ B/L
- ☐ L1832 Hinged ROM Knee Brace ☐ L1810 Wrap-Around/ Knee Stabilizer
- ☐ L1833 Hinged ROM Knee Brace

Wrist Brace w/ Thumb Spica

- ☐ Left ☐ Right ☐ B/L
- ☐ L3807 Wrist Brace with Thumb Spica ☐ L3908 Cock-Up Splint/ Wrist Brace ☐ L3809 Wrist Brace with Abducted Thumb

Ankle Brace/ Ankle Stirrup

- ☐ Left ☐ Right ☐ B/L
- ☐ L4350 Ankle Stirrup ☐ L1902 Dynamic Ankle ☐ L1906 Hinged Ankle Brace

- ☐ Power Wheel Chair (Only Commercial Insurance/ Medicaid HMO)
- ☐ Scooter
- ☐ Commode
- ☐ Nebulizer
- ☐ Tens unit
- ☐ Lymphedema Pump
- ☐ B.P. Monitor (Only Horizon NJ Family Care)
- ☐ Shower Chair (Only Horizon NJ Family Care)

- ☐ Rollator/ Rolling Walker with Seat
- ☐ Quad Cane ☐ Straight Cane
- ☐ Semi-Electric Hospital Bed
- ☐ Light Weight Manual Wheel Chair
- ☐ Cervical Collar
- ☐ Moist Heat Pad
- ☐ Shoe Insoles ☐ Heel Gel Cushions
- ☐ Diabetic Shoe ☐ Moldable Diabetic Shoe Insoles

Diagnosis/ Medical Necessity:

- ☐ M47.817 Lumbosacral Spondylosis without myelopathy
- ☐ M47.14 Spondylogenic compression, Thoracic region
- ☐ M51.26 Herniated Disk, Lumbar region
- ☐ M51.34 Degenerative Disk Disease, Lumbar region
- ☐ M48.04 Spinal Stenosis, Thoracic region
- ☐ M48.06 Spinal Stenosis, Lumbar region
- ☐ M54.5 Lumbago
- ☐ M54.3 Sciatica
- ☐ (M51.36-M51.37) Degeneration of lumbar/lumbosacral disc
- ☐ M54.16 Radiculopathy, Lumbar region
- ☐ (M54.14, M54.15) Thoracic or Lumbar neuritis or radiculitis
- ☐ M53.2X6 Lumbar Instability
- ☐ M43.06 Spondylolysis, Lumbar region
- ☐ S33.5XXA Lumbar Strain / Sprain
- ☐ M62.830 Muscle Spasm of Back
- ☐ M81.0 Osteoporosis
- ☐ M15.0 Osteoarthritis, Generalized
- ☐ M06.9 Rheumatoid Arthritis
- ☐ M62.81 Muscle Weakness, Generalized
- ☐ M54.2 Cervicalgia
- ☐ I67.89 CVA
- ☐ G80.9 Infantile cerebral palsy, unspecified
- ☐ G81.90 Hemiplegia, unspecified
- ☐ G57.90 Mononeuritis of lower limb, unspecified
- ☐ G83.4 Cauda equina syndrome
- ☐ R26.89 Abnormality of gait
- ☐ Z91.81 History of falls
- ☐ M25.579 Joint Pain Ankle, Foot
- ☐ M75.00 Adhesive Capsulitis/Frozen Shoulder
- ☐ M75.100 Rotator Cuff Syndrome
- ☐ G89.4 Chronic Pain Syndrome
- ☐ M79.7 Fibromyalgia
- ☐ M79.1 Myalgia
- ☐ M46.1 Sacroiliitis
- ☐ Other: _____

- ☐ To reduce pain by restricting mobility of the trunk / Knee / Wrist / Ankle
- ☐ To facilitate following an injury to the spine or related soft tissue
- ☐ To facilitate healing following a surgical procedure on the spine or related soft tissue, date of procedure: _____ Description: _____

- ☐ To otherwise support weak spinal muscles and/ or deformed spine
- ☐ M25.569 Pain in unspecified knee
- ☐ M25.529 Elbow pain
- ☐ M19.90 Unspecified osteoarthritis, unspecified site
- ☐ M77.00 Medial Epicondylitis / Golfers Elbow
- ☐ M77.1 Lateral Epicondylitis / Tennis Elbow
- ☐ M17.9 Osteoarthritis Knee; unspecified
- ☐ M23.90 Knee ligamentous disruption
- ☐ M23.009 Meniscal cartilage derangement
- ☐ M22.4 Chondromalacia patella
- ☐ S83.106A Dislocation of Knee
- ☐ (S83.90XA-S86.919A) Sprains and strains of knee
- ☐ T84.498A Failed total knee arthroplasty
- ☐ M66.259 Rupture of tendon, nontraumatic-quadriceps tendon
- ☐ M75.80 Subacromial Bursitis
- ☐ M70.6 Trochanteric Bursitis
- ☐ G56.00 Carpal tunnel syndromes
- ☐ M19.049 Osteoarthritis of wrist
- ☐ J44.9 COPD
- ☐ R06.2 Wheezing
- ☐ I50.9 CHF
- ☐ J45.998 Asthma
- ☐ I10 Essential hypertension
- ☐ R60.9 Edema
- ☐ I73.9 Peripheral Vascular Disease
- ☐ I87.2 Venous (peripheral) insufficiency
- ☐ N18.6 ESRD
- ☐ M79.646 Pain in fingers; unspecified
- ☐ M72.2 Plantar Fasciitis

I certify that this equipment: _____ is medically necessary for the treatment of this patient. I also certify that this document serves as a Physician's Order and Statement of Medical Necessity for the above referenced patient for prescribed items.

NPI#

Date



Breathe Rite
Medical & Surgical Equipment, LLC

258 N. Clinton Ave.
Trenton, NJ 08609-1031
(609) 394-2770



ORDER TYPE: DELIVERY

DATE OF ORDER: 4/5/2017

PATIENT ID: [REDACTED]

ORDER NO: [REDACTED]

PATIENT INFORMATION:

DELIVERY INFORMATION:

ENTERED BY: [REDACTED]

DELIVERY:

TECH INITIALS: [REDACTED]

PHYSICIAN INFORMATION:

PHONE: [REDACTED]

INSURANCE 1: HORIZON NJ HEALTH

INSURANCE 2: MEDICAID

ORDER REFERRED BY: [REDACTED]

Emergency Contact

PRODUCT NO	HCPC	PRODUCT DESCRIPTION	UNIT PRICE	QTY	BILLED AMT	PT RESP
ELASTIC	L0627	OTC LUMBOSACRAL SUPPORT	\$370.00	1 EA	\$370.00 SUPPLY	\$0.00



ENDEAVOR 27
ER-27



Sugg HCPC:

8 16942 01317 2 L0627 OR L0642

DELIVERY NOTES:

2 Pgs to Sign

SUBTOTAL: \$0.00

APPLICABLE TAX: \$0.00

TOTAL PATIENT ** RESPONSIBILITY: \$0.00

If products are billed to your insurance carrier, this amt is an estimate based on the carrier's fee schedule.

Height: [REDACTED]
DOB: [REDACTED]

Weight: [REDACTED]

Contact Name: SELF

Contact Phone: [REDACTED]

Please see Attached Additional Documentation:

Before you sign read everything carefully; understand the terms and conditions such as, you might be responsible for your deductible, co-pay and if your insurance denies the claim then you will be responsible for the payment. If you understand the terms and conditions please sign below.

If you have any questions, please call our office Monday-Friday between 9:00am & 5:00pm at (609) 394-2770.

PRINT NAME (Please Print Clearly)

If someone other than the beneficiary is signing this

on behalf of the beneficiary. By signing on behalf of the customer, I acknowledge that I have the authority to do so.

DATE OF SIGNATURE

Relationship to Beneficiary: _____

Phone: (_____) _____

Reason why beneficiary cannot sign this form: _____

Breathe Rite Representative Signature: _____

Date: 4/5/2017

Additional Documentation:

Purchase Order: (FOR PURCHASED ITEMS ONLY)

This is to inform the Customer, Patient, Patient representative, or HealthCare services that this equipment, _____, will be billed as a purchase item to your Insurance Company. Once the equipment is billed to your insurance company there is no exchange, refund or pick-up; all sales are final.

Waiver:

I authorize the release of Medical, Clinical, and Hospital records to Breathe Rite Medical and Surgical Equipment LLC. I authorize any holder of hospital or medical information about me to release the information requested to the health care administration department, its agent, and my insurance company for the determination of benefits payable for related services furnished to me.

I understand my insurance company may not pay for some/all services, in which case I agree to pay the whole amount. I understand Breathe Rite Medical accepts assignment and accepts whatever Medicare pays, but in situations where Medicare denies or does not cover the service(s), I take full responsibility to pay for those services.

I have read this waiver form and understand that I will be responsible for Deductibles, Co-Pay Amounts, and for any services which get denied or are not covered by my insurance company for any reason.

I understand that Breathe Rite Medical has the right to take legal action or use a collection agency in case payment is not made by the patient or the patient's authorized Legal Representative.

By signing below I agree to pay any amount not covered by my insurance company.

Equipment Warranty Information:

Every product sold or rented by our company carries a 1- year manufacturer's warranty. Breathe Rite Medical will notify all Medicare beneficiaries of the warranty coverage, and will honor all warranties under applicable law.

Breathe Rite Medical will repair or replace, free of charge, Medicare covered equipment that is under warranty. In addition, an owner's manual with warranty information will be provided to beneficiaries for all durable medical equipment where this manual is available.

I have been instructed and understand the warranty coverage on the product I have received.

Documentation Check List:

I certify that I have received the following documentation:

- 1.Home safety check list
- 2.Medicare standards for (DME) suppliers
- 3.Patient satisfaction survey
- 4.Patient rights and responsibilities
- 5.Equipment warranty form
- 6.Equipment manual
- 7.Equipment orientation checklist

[Redacted Signature Area]

4/5/17

Date

P.O.B

Patient Signature

Sheila M. Mints
856.840.4945
smints@capehart.com
Fax: 856.235.2786

November 30, 2021

Via Email to [REDACTED]

Auditor
Medicaid Fraud Division
Office of the State Comptroller
20 West State Street, 4th Floor
Trenton, New Jersey 08625

**Re: Breathe Rite Medical & Surgical Equipment, LLC
Response to Statement of Findings
FOR SETTLEMENT PURPOSES ONLY
NOT FOR USE IN LITIGATION**

Dear [REDACTED]:

As you are aware, we represent Breathe Rite Medical and Surgical Equipment, LLC ("Breathe Rite") in connection with the Office of the State Comptroller, Medicaid Fraud Division's ("MFD") Draft Audit Report ("DAR") dated October 27, 2021. Please accept this letter as Breathe Rite's written response to the DAR and an attempt to settle. Breathe Rite reserves all rights in any future proceedings.

While Breathe Rite disagrees with the use of extrapolation in this matter, for purposes of this response and settlement letter, we will not object. However, we request that MFD consider the issues raised in this letter with regard to the lack of precision of the sample, the incorrect use of point-estimate in reaching the amount due from Breathe Rite and the plan for corrective action when considering the offer for settlement.

Extremely Poor Degree of Precision

MFD's determinations as to percentage of error are not precise enough to draw the conclusions set forth in the DAR. Estimation methodologies using statistical sampling require analysts to weigh the estimate's uncertainty to determine whether the conclusions are useful for their desired purpose.¹ Several measures are useful when evaluating a study's uncertainty. *Precision* reflects the range of accuracy related to an estimated amount, while *confidence* is the degree of certainty that the sample correctly depicts the population. Together, confidence and precision yield the *confidence interval*, a range of values within which the true population value is estimated to fall.

¹ United States, Internal Revenue Service, Bulletin 2007-23, Sampling Plan Standards, 2007.

In healthcare overpayment matters, precision levels from 5 to 10 percent are generally sought. However, the precision of MFD's analysis in this matter is significantly worse: 55 percent.² In addition to its overall precision, MFD also achieved extremely poor precision in each and every stratum. The actual precision of MFD's analysis in this case was dramatically higher than 10 percent, yielding distinctly imprecise conclusions. This imprecision is highlighted by MFD's extremely large confidence interval (i.e., estimated range of overpayments) ranging from \$186,496 to \$636,058 as set forth in the DAR;

MFD can reasonably assert, with 90% confidence that the total overpayment in the universe falls between \$186,496 and \$636,058 (54.65% precision) with the error point estimate as \$411,276.90.³

In contrast to MFD's precision in this matter, most healthcare post-payment audits seek significantly lower (i.e., better) precision levels ranging from 5 to 10 percent, and RAT-STATS software (which MFD purportedly used) prepopulates with desired precision levels from 1 to 15 percent. Even guidance for OIG Corporate Integrity Agreements prescribes a maximum precision level of 25 percent.⁴ The poor degree of precision in this case indicates a lack of technical rigor applied by MFD and a high degree of variability in MFD's analysis. It also indicates the inadequacy of the sample size chosen by MFD in this matter, since increasing sample size is generally the most effective technique for improving precision.

Improper Use of Point-Estimate

As a result of the lack of precision in MFD's analysis and small sample size, MFD is precluded from using the point-estimate as the amount owed by Breathe Rite. In reaching its conclusions regarding Breathe Rite's extrapolated overpayment amount, MFD based its overpayment demand on the *point-estimate*, stating that "*OSC calculated that Breathe Rite improperly received an overpayment of \$411,277 that it must repay to the Medicaid program.*"⁵ Here, MFD incorrectly contends that the point estimate accurately reflects the overpayments received by Breathe Rite. In fact, MFD fails to even acknowledge that its demanded overpayment is an *estimate*. MFD's characterization is misleading, and it suggests a limited understanding of probability theory. In fact, the true overpayment is no more likely to be \$411,277 than \$186,496, and it could be even lower 10 percent of the time.

Selecting the point-estimate (or any value in a confidence interval) is not a probabilistic statement, and no value that lies within the confidence interval is more likely than another to be the *true* overpayment value. The point-estimate is simply the convenient midpoint of the confidence interval and is therefore anticipated to over-assess the disallowance almost half of the time. This distinction becomes more significant as the level of imprecision in a particular analysis grows, since the confidence interval grows wider with increased imprecision and over-assessments may be even greater.

² MFD Spreadsheet, *Extrapolation Methodology - Breathe Rite Medical and Surgical.xlsx*, Recovery Summary tab.

³ MFD Spreadsheet, *Extrapolation Methodology - Breathe Rite Medical and Surgical.xlsx*, Recovery Summary tab.

⁴ U.S. Department of Health and Human Services, Office of the Inspector General, Corporate Integrity Agreement FAQs, CIA Claim Reviews. Available at <https://bit.ly/2MertiD>

⁵ Breathe Rite Medical and Surgical Equipment LLC - Draft Audit Report.pdf

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In cases of extremely poor precision, such as this, the point-estimate is not the preferred estimate. Instead, the lower-bound of the 90 percent confidence interval is preferred in cases where adequate precision is not achieved. For example, CMS prefers the use of the lower-limit “in most cases” in post-payment audits since it “allows a reasonable recovery without requiring the tight precision that might be needed to support a demand for the point-estimate.”⁶ Similarly, the OIG’s Statistical Sampling Toolkit for MFCUs states “When the precision is poor, the uncertainty in the sample can often be managed through the use of alternate estimates such as the lower limit of a confidence interval.”⁷ In this matter, the lower-limit of the 90% confidence interval is \$186,496 using MFD’s own calculations and without considering any of Breathe Rite’s other arguments.⁸

Corrective Action Plan

Breathe Rite is a small family-owned business providing much needed services primarily to Medicaid recipients in the Trenton area. Breathe Rite is not part of a national or regional DME provider. It has suffered significant financial setbacks due to the COVID pandemic, as have many medical providers.

Any billing errors made by Breathe Rite found by the MFD audit were the result of human error rather than an intent to defraud. Over a five (5) year period, MFD determined that Breathe Rite received \$13,048 in overpayments, without extrapolation. There was clearly no systematic or sustained practice of intentionally fraudulent billing. Breathe Rite is absolutely committed to correcting its billing and documentation to ensure that the errors identified by MFD do not reoccur in the future. I am attaching a proposed Corrective Action Plan which Breathe Right will implement immediately with training starting in December 2021.

The Corrective Action Plan will require that Breathe Rite retain a certified coder to provide training on the areas of deficiency in billing identified in MFD’s audit. The coder will also conduct random audits of files to ensure that billed services are properly supported by the required documentation.

Settlement Proposal

OSC redacted Breathe Rite's comments below because they reference a proposed settlement, which is not appropriate for disclosure in the body of an audit.

[Redacted]

[Redacted]

⁶ Medicare Program Integrity Manual, 8.4.5.1.

⁷ U.S. Department of Health and Human Services, Office of the Inspector General, Statistical Sampling: A Toolkit for MFCUs, September 2018.

⁸ MFD Spreadsheet, *Extrapolation Methodology - Breathe Rite Medical and Surgical.xlsx*, Recovery Summary tab.

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In accordance with the Medicare Program Integrity Manual, the circumstances in which estimated overpayments may be extrapolated is limited. The MPIM states, “before using extrapolation to determine overpayment amounts to be recovered by recoupment, offset, or otherwise, there *must be a determination of sustained or high level of payment error*, or documentation that educational intervention has failed to correct the payment error.”⁹ The MPIM also provides guidance on what constitutes a high error rate where extrapolation is permissible, stating that, “[f]or extrapolation, a sustained or high level of payment error shall be determined to exist through a variety of means, including, but not limited to: high error rate determinations by the contractor or by other medical reviews (i.e., *greater than or equal to 50 percent* from a previous pre- or post-payment review).”¹⁰

In this matter, New Jersey MFD analyzed a sample of claims for 39 recipients and found a net financial error rate of less than 17 percent, which is materially below the 50 percent threshold. In similar matters, such findings have led to exclusion of extrapolated conclusions since “the Provider error rate is below the threshold of 50%” required to justify extrapolation.¹¹ New Jersey MFD has also presented no evidence that Breathe Rite’s error rate was sustained over any period of time. Consequently, there is a credible case for the argument that extrapolation is impermissible for the purpose of estimating overpayments in this matter given the limited error rate.

These arguments along with (i) the demonstrated lack of precision, (ii) improper application of the point-estimate, (iii) the willingness of Breathe Rite to enter into a Corrective Action and (iv) the financial pummeling that Breathe Rite, a small family-owned business, has incurred during the COVID pandemic, will inure to my client’s benefit in any litigation on this matter.

[REDACTED]

Very truly yours,

CAPEHART & SCATCHARD, P.A.

Sheila M. Mints

Sheila M. Mints

SMM/mmf

Enclosures

cc: Breathe Rite breatherite@hotmail.com

⁹ Medicare Program Integrity Manual, Ch. 8, § 8.4.1.2 (emphasis added).

¹⁰ Medicare Program Integrity Manual, Ch. 8, § 8.4.1.4 (emphasis added).

¹¹ QIC redetermination decision, dated June 1, 2017.

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JT@medco.co



Christopher.haney@forensus.com

Corrective Action Plan
Breathe Rite Medical and Surgical Equipment
November 27, 2021

Identified Issues	Corrective Actions	Corrective Actions Effective Date	Audit Process	Audit Start Date	Percent of Compliance
Documentation in the medical record must support the billed service, including, but not limited sufficient documentation to support the DME Vendor's HCPCS code(s) billed, claims with valid orders or CMN, proof of delivery, and the appropriate number of units where applicable.	The DME Vendor will include full documentation in the medical records for the billed service, including, but not limited to the issues identified in Column 1. The DME Vendor will undergo training with a certified coder to assist the DME Vendor in implementing the CAP.	Training to be scheduled in December 2021.	The DME Vendor will retain a certified coder to conduct a random sampling audit of 25 claims to determine if the DME Vendor is in compliance with the issues identified in Column 1. If the DME Vendor has a 5 percent or greater error rate, education will be provided by a Certified coder and a second audit will be provided 1 month following the education. This process will continue until the DME Vendor reaches a 5 percent or less error rate. Once the DME Vendor has an error rate of 5% or less, going forward, the DME Vendor will self-audit 15 of the DME records quarterly for Year 1, and then yearly thereafter as part of routine compliance.	30 days after education has been provided	
Valid orders will include at minimum, the following information from the prescriber, prescriber identification number, NPI#, name and or license number, legible prescriber name and signature, date, and adequate description of the item.	The DME Vendor will undergo training with a certified coder to assist the DME Vendor in properly documenting valid orders.	Training to be scheduled in December 2021.	The DME Vendor will retain a certified coder to conduct a random sampling audit of 25 claims to determine if the DME Vendor is in compliance with the issues identified in Column 1. If the DME Vendor has a 5 percent or greater error rate, education will be provided by a Certified coder and a second audit will be provided 1 month following the education. This process will continue until the DME Vendor reaches a 5 percent or less error rate. Once the DME Vendor has an error rate of 5% or less, going forward, the DME Vendor will self-audit 15 of the DME records quarterly for Year 1, and then yearly thereafter as part of routine compliance.	30 days after education has been provided	
The DME Vendor will only bill items which were picked up as documented on the proof of delivery regardless of what was ordered.	The DME Vendor will undergo training with a certified coder to assist the DME Vendor in implementing a protocol with checks and balances to ensure only items picked up are billed.	Training to be scheduled in December 2021.	The DME Vendor will retain a certified coder to conduct a random sampling audit of 25 claims to determine if the DME Vendor is in compliance with the issues identified in Column 1. If the DME Vendor has a 5 percent or greater error rate, education will be provided by a Certified coder and a second audit will be provided 1 month following the education. This process will continue until the DME Vendor reaches a 5 percent or less error rate. Once the DME Vendor has an error rate of 5% or less, going forward, the DME Vendor will self-audit 15 of the DME records quarterly	30 days after education has been provided	

			for Year 1, and then yearly thereafter as part of routine compliance. .		
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KEY:

Column 1 – To be completed by the Certified Coder as per Deficiencies indicated in the State of New Jersey Medicaid letter dated 10/27/21

Column 2 – To be completed by the Certified Coder to enter the corrective actions to be taken

Column 3 – To be completed by the Certified Coder to include the effective date of the implemented corrective action

Column 4 – To be completed by the Certified Coder outlining the plan for monitoring their compliance with the CAP

Column 5 – To be completed by the Certified Coder to enter the date the auditing will begin

Column 6 –To be completed by the Certified Coder during the audit process

Breathe Rite's Comments and OSC's Response to Draft Audit Report (DAR)

Breathe Rite submitted a response to the DAR that did not take exception to OSC's substantive findings, but objected to OSC's sampling and extrapolation methodology. As part of its response, Breathe Rite also proposed a Corrective Action Plan (CAP) and referenced a payment amount to settle this matter. OSC redacted the portions of Breathe Rite's comments that referenced a settlement offer. Set forth below are Breathe Rite's objections to the DAR and OSC's response to each objection.

Breathe Rite's Comments: Extremely Poor Degree of Precision

"MFD's determinations as to percentage of error are not precise enough to draw the conclusions set forth in the DAR. Estimation methodologies using statistical sampling require analysts to weigh the estimate's uncertainty to determine whether the conclusions are useful for their desired purpose.¹ Several measures are useful when evaluating a study's uncertainty. *Precision* reflects the range of accuracy related to an estimated amount, while *confidence* is the degree of certainty that the sample correctly depicts the population. Together, confidence and precision yield the *confidence interval*, a range of values within which the true population value is estimated to fall.

"In healthcare overpayment matters, precision levels from 5 to 10 percent are generally sought. However, the precision of MFD's analysis in this matter is significantly worse: 55 percent.² In addition to its overall precision, MFD also achieved extremely poor precision in each and every stratum. The actual precision of MFD's analysis in this case was dramatically higher than 10 percent, yielding distinctly imprecise conclusions. This imprecision is highlighted by MFD's extremely large confidence interval (i.e., estimated range of overpayments) ranging from \$186,496 to \$636,058 as set forth in the DAR;

MFD can reasonably assert, with 90% confidence that the total overpayment in the universe falls between \$186,496 and \$636,058 (54.65% precision) with the error point estimate as \$411,276.90.³

"In contrast to MFD's precision in this matter, most healthcare post-payment audits seek significantly lower (i.e., better) precision levels ranging from 5 to 10 percent, and RAT-STATS software (which MFD purportedly used) prepopulates with desired precision levels from 1 to 15 percent. Even guidance for OIG Corporate Integrity Agreements prescribes a maximum precision level of 25 percent.⁴ The poor degree of precision in this case indicates a lack of technical rigor applied by MFD and a high degree of variability in

¹ United States, Internal Revenue Service, Bulletin 2007-23, Sampling Plan Standards, 2007.

² MFD Spreadsheet, Extrapolation Methodology - Breathe Rite Medical and Surgical.xlsx, Recovery Summary tab.

³ MFD Spreadsheet, Extrapolation Methodology - Breathe Rite Medical and Surgical.xlsx, Recovery Summary tab.

⁴ U.S. Department of Health and Human Services, Office of the Inspector General, Corporate Integrity Agreement FAQs, CIA Claim Reviews. Available at <https://bit.ly/2MertiD>.

MFD's analysis. It also indicates the inadequacy of the sample size chosen by MFD in this matter, since increasing sample size is generally the most effective technique for improving precision."

OSC Response

Breathe Rite claims that precision levels between 5-10% "are generally sought" in healthcare overpayment matters, but does not provide any context or cite any source for this assertion. Moreover, Breathe Rite confuses the aim of seeking a precision level with the outcome of obtaining a precision level, which are two different elements. Finally, Breathe Rite does not address the central issue involving precision, which is what precision level is required to support an overpayment demand.

First, contrary to Breathe Rite's claim, there is no "industry standard" or statistical rule that establishes a 5-10% precision rate. In fact, there is no statistically valid reason to establish an arbitrary precision level that must be satisfied prior to seeking a recovery.

Although Breathe Rite discusses pre-populated precision levels in RAT-STATS, it fails to note that RAT-STATS offers the option to enter any desired precision level in conjunction with the standard 1-15% levels. Moreover, the Office of Inspector General (OIG), Corporate Integrity Agreements Frequently Asked Questions (FAQ) that Breathe Rite relies on is outdated. The current FAQ does not include any precision level requirements for extrapolation.

Second, Breathe Rite alleges that OSC's process lacks "technical rigor" and that OSC chose an "inadequate sample size." OSC followed its own well-established and independently validated sampling and extrapolation process. OSC is confident that its approach is robust, reliable, and reproducible.

With respect to Breathe Rite's claim that a larger sample size would increase precision, this position fails to consider the inherent burdens this would place on OSC and the provider. Increasing sample sizes as Breathe Rite suggests would require OSC and the provider to devote significantly more time and resources to producing and reviewing additional documents, which would significantly burden both parties. OSC appropriately and fairly balanced these factors in developing its sampling approach.

Breathe Rite's Comments: Improper Use of Point-Estimate

"As a result of the lack of precision in MFD's analysis and small sample size, MFD is precluded from using the point-estimate as the amount owed by Breathe Rite. In reaching its conclusions regarding Breathe Rite's extrapolated overpayment amount, MFD based its overpayment demand on the *point-estimate*, stating that '*OSC calculated that Breathe Rite improperly received an overpayment of \$411,277 that it must repay to the Medicaid*

*program.*⁵ Here, MFD incorrectly contends that the point estimate accurately reflects the overpayments received by Breath Rite. In fact, MFD fails to even acknowledge that its demanded overpayment is an *estimate*. MFD's characterization is misleading, and it suggests a limited understanding of probability theory. In fact, the true overpayment is no more likely to be \$411,277 than \$186,496, and it could be even lower 10 percent of the time.

"Selecting the point-estimate (or any value in a confidence interval) is not a probabilistic statement, and no value that lies within the confidence interval is more likely than another to be the *true* overpayment value. The point-estimate is simply the convenient midpoint of the confidence interval and is therefore anticipated to over-assess the disallowance almost half of the time. This distinction becomes more significant as the level of imprecision in a particular analysis grows, since the confidence interval grows wider with increased imprecision and over-assessments may be even greater.

"In cases of extremely poor precision, such as this, the point-estimate is not the preferred estimate. Instead, the lower-bound of the 90 percent confidence interval is preferred in cases where adequate precision is not achieved. For example, CMS prefers the use of the lower-limit 'in most cases' in post-payment audits since it 'allows a reasonable recovery without requiring the tight precision that might be needed to support a demand for the point-estimate.'⁶ Similarly, the OIG's Statistical Sampling Toolkit for MFCUs states 'When the precision is poor, the uncertainty in the sample can often be managed through the use of alternate estimates such as the lower limit of a confidence interval.'⁷ In this matter, the lower-limit of the 90% confidence interval is \$186,496 using MFD's own calculations and without considering any of Breath Rite's other arguments.⁸"

OSC Response

While there is no confidence in the point estimate itself, the calculation of this figure is derived from the average (i.e. mean) of the overpayment amounts. The mean is perhaps the most common and widely used measure of central tendency. The measure of central tendency gives a single number that is most representative of all of the data points. Therefore, when discussing an initial overpayment amount, the point estimate is a reasonable figure to use.

Breathe Rite suggests that by seeking to recover the point estimate, OSC has a "limited understanding of probability theory." Breathe Rite then states that "[i]n fact, the true overpayment is no more likely to be \$411,277 than \$186,496, and it could be even lower

⁵ Breathe Rite Medical and Surgical Equipment LLC - Draft Audit Report.pdf.

⁶ Medicare Program Integrity Manual, 8.4.5.1.

⁷ U.S. Department of Health and Human Services, Office of the Inspector General, Statistical Sampling: A Toolkit for MFCUs, September 2018.

⁸ MFD Spreadsheet, Extrapolation Methodology - Breathe Rite Medical and Surgical.xlsx, Recovery Summary tab.

10 percent of the time.” That statement is not accurate. For a two-sided 90% confidence interval, which is the case here, there is only a 5 percent chance that the total overpayment falls below the lower bound. There is also a 5 percent chance that the total overpayment exceeds the upper bound.

Breathe Rite next asserts that the probability of the point estimate over-assessing the total overpayment amount increases as the level of imprecision grows. This is incorrect because the probability underlying the point estimate never changes. The point estimate is always the mid-point, and therefore, is always just as likely to understate the overpayment amount as it is to overstate it.

Finally, contrary to Breathe Rite’s assertion, the use of the lower bound is by no means an industry standard or a statistical requirement. Additionally, OSC is not bound by the CMS Medicare Program Integrity Manual (MPIM) or the OIG Sampling Toolkit. Both of these policies referenced by Breathe Rite simply state those agencies’ preferences regarding the use of the lower bound. Moreover, the OIG Sampling Toolkit recognizes, that “there is no bright-line statistical rule for how precise a sample needs to be to reasonably rely on the point estimate.” See Footnote OIG Sampling Toolkit, Footnote #6.

Breathe Rite’s Comments: Corrective Action Plan

“Breathe Rite is a small family-owned business providing much needed services primarily to Medicaid recipients in the Trenton area. Breathe Rite is not part of a national or regional DME provider. It has suffered significant financial setbacks due to the COVID pandemic, as have many medical providers.

“Any billing errors made by Breathe Rite found by the MFD audit were the result of human error rather than an intent to defraud. Over a five (5) year period, MFD determined that Breathe Rite received \$13,048 in overpayments, without extrapolation. There was clearly no systematic or sustained practice of intentionally fraudulent billing. Breathe Rite is absolutely committed to correcting its billing and documentation to ensure that the errors identified by MFD do not reoccur in the future. I am attaching a proposed Corrective Action Plan which Breathe Right will implement immediately with training starting in December 2021.

“The Corrective Action Plan will require that Breathe Rite retain a certified coder to provide training on the areas of deficiency in billing identified in MFD’s audit. The coder will also conduct random audits of files to ensure that billed services are properly supported by the required documentation.”

OSC Response

OSC accepts Breathe Rite’s CAP and refers Breathe Rite to the Recommendations Section in the final audit report for additional efforts that OSC believes Breathe Rite should take.

Breathe Rite's Comments: Settlement Proposal

[REDACTED]

OSC Response

OSC redacted Breathe Rite's comments above and in the last portion of the comments below because they reference a proposed settlement, which is not appropriate for disclosure in the body of an audit.

Breathe Rite's Comments: Error Rate Does Not Justify Extrapolation

"In accordance with the Medicare Program Integrity Manual, the circumstances in which estimated overpayments may be extrapolated is limited. The MPIM states, 'before using extrapolation to determine overpayment amounts to be recovered by recoupment, offset, or otherwise, there *must be a determination of sustained or high level of payment error*, or documentation that educational intervention has failed to correct the payment error.'⁹ The MPIM also provides guidance on what constitutes a high error rate where extrapolation is permissible, stating that, '[f]or extrapolation, a sustained or high level of payment error shall be determined to exist through a variety of means, including, but not limited to: high error rate determinations by the contractor or by other medical reviews (i.e., *greater than or equal to 50 percent* from a previous pre- or post-payment review).'¹⁰

"In this matter, New Jersey MFD analyzed a sample of claims for 39 recipients and found a net financial error rate of less than 17 percent, which is materially below the 50 percent threshold. In similar matters, such findings have led to exclusion of extrapolated conclusions since 'the Provider error rate is below the threshold of 50%' required to justify extrapolation.¹¹ New Jersey MFD has also presented no evidence that Breathe Rite's error rate was sustained over any period of time. Consequently, there is a credible case for the

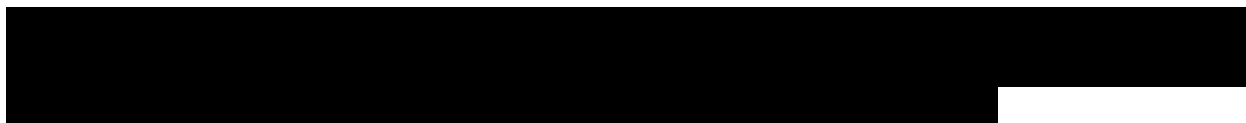
⁹ Medicare Program Integrity Manual, Ch. 8, § 8.4.1.2 (emphasis added).

¹⁰ Medicare Program Integrity Manual, Ch. 8, § 8.4.1.4 (emphasis added).

¹¹ QIC redetermination decision, dated June 1, 2017.

argument that extrapolation is impermissible for the purpose of estimating overpayments in this matter given the limited error rate.

“These arguments along with (i) the demonstrated lack of precision, (ii) improper application of the point estimate, (iii) the willingness of Breathe Rite to enter into a Corrective Action and (iv) the financial pummeling that Breathe Rite, a small family-owned business, has incurred during the COVID pandemic, will inure to my client’s benefit in any litigation on this matter.



OSC Response

Breathe Rite argues that extrapolation is not permissible because the error rate is below 50%, which Breathe Rite cites as the CMS “threshold” for extrapolation. OSC is not bound by the guidelines set forth in the CMS MPIM. Additionally, CMS’s decision to apply a 50% error rate threshold is not an industry standard and, in fact, only applies to Medicare audits, not to Medicaid audits such as this one. There is no basis, in statistics or in the audit industry, to require a 50% error rate in order to extrapolate and, thus, the 50% threshold is not applicable here.

OSC also notes that claims relating to more than 69% (27 out of 39) of the recipients reviewed contained at least one error. In total, MFD found 144 claims in error out of the 303 reviewed (~48%). Table 1 below shows the number of claims found in error in each year reviewed. The percentage of claims in error and the consistency of these errors in each year of the audit period demonstrate an unmistakable pattern that justifies the extrapolation employed in the final audit report.

Table 1

2014	2015	2016	2017	2018	2019	Total
30	35	24	21	23	11	144

In summary, Breathe Rite has not put forth any viable arguments that invalidate, or require OSC to modify its audit findings or sample/extrapolation methodology. With respect to Breathe Rite’s settlement offer, to maintain appropriate internal controls and separation of responsibilities, OSC does not consider settlement offers made during the course of an audit. Instead, OSC will address Breathe Rite’s settlement offer after it issues the final audit report when OSC seeks to recover the identified overpayment.