

Thurs 7/30
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AMENDMENT
OFFERED BY MR. HILL OF INDIANA
(Amendment drafted to AAHCA09_001)

Add after section 1141 the following new section:

1 **SEC. 1141A. ELECTION TO TAKE OWNERSHIP, OR TO DE-**
2 **CLINE OWNERSHIP, OF A CERTAIN ITEM OF**
3 **COMPLEX DURABLE MEDICAL EQUIPMENT**
4 **AFTER THE 13-MONTH CAPPED RENTAL PE-**
5 **RIOD ENDS.**

6 (a) IN GENERAL.—Section 1834(a)(7)(A) of the So-
7 cial Security Act (42 U.S.C. 1395m(a)(7)(A)) is amend-
8 ed—

9 (1) in clause (ii)—

10 (A) by striking “RENTAL.—On” and in-
11 sserting “RENTAL.—

12 “(I) IN GENERAL.—Except as
13 provided in subclause (II), on”; and

14 (B) by adding at the end the following new
15 subclause:

16 “(II) OPTION TO ACCEPT OR RE-
17 JECT TRANSFER OF TITLE TO GROUP
18 3 SUPPORT SURFACE.—

1 “(aa) IN GENERAL.—During
2 the 10th continuous month dur-
3 ing which payment is made for
4 the rental of a Group 3 Support
5 Surface under clause (i), the sup-
6 plier of such item shall offer the
7 individual the option to accept or
8 reject transfer of title to a Group
9 3 Support Surface after the 13th
10 continuous month during which
11 payment is made for the rental of
12 the Group 3 Support Surface
13 under clause (i). Such title shall
14 be transferred to the individual
15 only if the individual notifies the
16 supplier not later than 1 month
17 after the supplier makes such
18 offer that the individual agrees to
19 accept transfer of the title to the
20 Group 3 Support Surface. Unless
21 the individual accepts transfer of
22 title to the Group 3 Support Sur-
23 face in the manner set forth in
24 this subclause, the individual
25 shall be deemed to have rejected

1 transfer of title. If the individual
2 agrees to accept the transfer of
3 the title to the Group 3 Support
4 Surface, the supplier shall trans-
5 fer such title to the individual on
6 the first day that begins after the
7 13th continuous month during
8 which payment is made for the
9 rental of the Group 3 Support
10 Surface under clause (i). If the
11 supplier transfers title to the
12 Group 3 Support Surface under
13 this subclause, payments for
14 maintenance and servicing after
15 the transfer of title shall be made
16 in accordance with clause (iv). If
17 the individual rejects transfer of
18 title under this subclause, pay-
19 ments for maintenance and serv-
20 icing after the end of the period
21 of medical need during which
22 payment is made under clause (i)
23 shall be made in accordance with
24 clause (v).

1 “(bb) SPECIAL RULE.—If,
2 on the effective date of this sub-
3 clause, an individual’s rental pe-
4 riod for a Group 3 Support Sur-
5 face has exceeded 10 continuous
6 months, but the first day that be-
7 gins after the 13th continuous
8 month during which payment is
9 made for the rental under clause
10 (i) has not been reached, the sup-
11 plier shall, within 1 month fol-
12 lowing such effective date, offer
13 the individual the option to ac-
14 cept or reject transfer of title to
15 a Group 3 Support Surface. Such
16 title shall be transferred to the
17 individual only if the individual
18 notifies the supplier not later
19 than 1 month after the supplier
20 makes such offer that the indi-
21 vidual agrees to accept transfer
22 of title to the Group 3 Support
23 Surface. Unless the individual ac-
24 cepts transfer of title to the
25 Group 3 Support Surface in the

1 manner set forth in this sub-
2 clause, the individual shall be
3 deemed to have rejected transfer
4 of title. If the individual agrees
5 to accept the transfer of the title
6 to the Group 3 Support Surface,
7 the supplier shall transfer such
8 title to the individual on the first
9 day that begins after the 13th
10 continuous month during which
11 payment is made for the rental of
12 the Group 3 Support Surface
13 under clause (i) unless that day
14 has passed, in which case the
15 supplier shall transfer such title
16 to the individual not later than 1
17 month after notification that the
18 individual accepts transfer of
19 title. If the supplier transfers
20 title to the Group 3 Support Sur-
21 face under this subclause, pay-
22 ments for maintenance and serv-
23 icing after the transfer of title
24 shall be made in accordance with
25 clause (iv). If the individual re-

1 jects transfer of title under this
2 subclause, payments for mainte-
3 nance and servicing after the end
4 of the period of medical need
5 during which payment is made
6 under clause (i) shall be made in
7 accordance with clause (v).”;

8 (2) in clause (iv), in the heading, by inserting
9 “**AFTER TRANSFER OF TITLE**” after “**SERVICING**”;
10 and

11 (3) by adding at the end the following new
12 clause:

13 “(v) **MAINTENANCE AND SERVICING**
14 **OF GROUP 3 SUPPORT SURFACE IF INDI-**
15 **VIDUAL REJECTS TRANSFER OF TITLE.—**
16 In the case of a Group 3 Support Surface
17 for which the individual has rejected trans-
18 fer of title under subclause (ii)(II)—

19 “(I) during the first 6-month pe-
20 riod of medical need that follows the
21 period of medical need during which
22 payment is made under clause (i), no
23 payment shall be made for rental or
24 maintenance and servicing of the
25 Group 3 Support Surface; and

1 “(II) during the first month of
2 each succeeding 6-month period of
3 medical need, a maintenance and serv-
4 icing payment may be made (for parts
5 and labor not covered by the sup-
6 plier’s or manufacturer’s warranty, as
7 determined by the Secretary to be ap-
8 propriate for the Group 3 Support
9 Surface) and the amount recognized
10 for each such 6-month period is the
11 lower of—

12 “(aa) a reasonable and nec-
13 essary maintenance and servicing
14 fee or fees established by the Sec-
15 retary; or

16 “(bb) 10 percent of the total
17 of the purchase price recognized
18 under paragraph (8) with respect
19 to the Group 3 Support Sur-
20 face.”.

21 (b) EFFECTIVE DATE.—The amendments made by
22 this section shall take effect on the date of enactment of
23 this Act.



