

SCOPE OF SERVICES

Osterhaus Pharmacy

918 W Platt St Suite 2
Maquoketa, IA 52060

Following is information on the quality products and services offered by Maquoketa Pharmacy Inc, dba Osterhaus Pharmacy. If you should have any questions, please contact the Facility for more information.

FACILITY HOURS	
Monday	08:00AM-06:00PM
Tuesday	08:00AM-06:00PM
Wednesday	08:00AM-06:00PM
Thursday	08:00AM-06:00PM
Friday	08:00AM-06:00PM
Saturday	08:00AM-01:00PM
Sunday	Closed
Holidays	Closed Major Holidays

FACILITY PHONE NUMBERS

During Regular Business Hours

No. (563) 652-5611

After-Hours Emergency Needs

No. (563) 652-5611

PRODUCTS

Blood Glucose (Mail Order), Blood Glucose (Non-Mail Order), Breast Prostheses, Canes / Crutches, Commodes/Urinals/Bedpans, Continuous Positive Airway Pressure (CPAP) Devices, Diabetic Shoes/Inserts (Custom Fabricated), Diabetic Shoes/Inserts (Non-Custom Fabricated), Enteral Nutrients, Nebulizer Equipment and Supplies, Orthoses - Off-the-Shelf, Ostomy Supplies, Respiratory Assist Devices, Surgical Dressings, Urological Supplies, Walkers, Wheelchairs - Seating / Cushions, Enteral Equipment and Supplies

SERVICES

Patient education, delivery, vaccinations, bubble packing, free billing, free mailing, Medicare Billing, special orders, personalized education on proper use and cleaning a product.

COMPLAINTS, QUESTION AND CONCERNS

If you have any complaints, questions or concerns, please contact the Facility and we will work diligently to address them.

In an effort to continuously monitor and maintain the highest degree of customer satisfaction and service you receive from our Facility, please complete this survey and return to the address listed below. We highly value your opinion!

Patient Name (optional)

Please rate your degree of satisfaction on a scale of 1 – 5.
1 indicating **Complete Dissatisfaction** and **5** indicating **Complete Satisfaction**
 (Circle your Score; If Not Applicable, Circle “NA”)

- | | | | | | | |
|--|---|---|---|---|---|----|
| 1. Customer Service: | | | | | | |
| Facility Personnel | 1 | 2 | 3 | 4 | 5 | NA |
| DMEPOS Product Trainer | 1 | 2 | 3 | 4 | 5 | NA |
| Delivery Driver | 1 | 2 | 3 | 4 | 5 | NA |
| 2. Time Frame for Delivery of Product/Service | 1 | 2 | 3 | 4 | 5 | NA |
| 3. Quality of Product/Service Received | 1 | 2 | 3 | 4 | 5 | NA |
| 4. Product Ease of Use | 1 | 2 | 3 | 4 | 5 | NA |
| 5. Product Set Up | 1 | 2 | 3 | 4 | 5 | NA |
| 6. Training Received on Product Use | 1 | 2 | 3 | 4 | 5 | NA |
| 7. Training Received on Product Care and Maintenance | 1 | 2 | 3 | 4 | 5 | NA |
| 8. Product Safety | 1 | 2 | 3 | 4 | 5 | NA |

Comments:

Please Return Completed Survey to:

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PATIENT BILL OF RIGHTS AND RESPONSIBILITIES

PATIENT BILL OF RIGHTS AND RESPONSIBILITIES

To ensure the finest care possible, as a Patient receiving Durable Medical Equipment (DME) and our Facility services, you should understand your role, rights and responsibilities involved in your own plan of care.

Patient Rights

- To select those who provide you with DME and Facility services
- To receive the appropriate or prescribed services in a professional manner without discrimination relative to your age, sex, race, religion, ethnic origin, sexual preference or physical or mental handicap
- To be treated with friendliness, courtesy and respect by each and every individual representing our Facility, who provided treatment or services for you and be free from neglect or abuse, be it physical or mental
- To assist in the development and preparation of your plan of care that is designed to satisfy, as best as possible, your current needs, including management of pain
- To be provided with adequate information from which you can give your informed consent for commencement of services, the continuation of services, the transfer of services to another health care provider, or the termination of services
- To express concerns, grievances, or recommend modifications to your DME and Facility services, without fear of discrimination or reprisal
- To request and receive complete and up-to-date information relative to your condition, treatment, alternative treatments, risk of treatment or care plans
- To receive treatment and services within the scope of your plan of care, promptly and professionally, while being fully informed as to our Facility's policies, procedures and charges
- To request and receive data regarding treatment, services, or costs thereof, privately and with confidentiality
- To be given information as it relates to the uses and disclosure of your plan of care
- To have your plan of care remain private and confidential, except as required and permitted by law

Patient Responsibilities

- To provide accurate and complete information regarding your past and present medical history
- To agree to a schedule of services and report any cancellation of scheduled appointments and/or treatments
- To participate in the development and updating of a plan of care
- To communicate whether you clearly comprehend the course of treatment and plan of care
- To comply with the plan of care and clinical instructions
- To accept responsibility for your actions, if refusing treatment or not complying with, the prescribed treatment and services
- To respect the rights of Facility personnel
- To notify your Physician and the Facility with any potential side effects and/or complications

OSTERHAUS PHARMACY

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED
AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE REVIEW IT CAREFULLY

SECTION A: Uses and Disclosures of Protected Health Information

Under applicable law, we are required to protect the privacy of your individual health information (information we refer to in this notice as "Protected Health Information"). We are also required to provide you with this notice regarding our policies and procedures regarding your Protected Health Information (referred to as "PHI") and to abide by the terms of this notice, as it may be updated from time to time.

We are permitted to make certain types of uses and disclosures under applicable law for treatment, payment, and healthcare operations purposes. For treatment purposes, such uses and disclosures will take place in providing, coordinating, or managing healthcare and its related services by one or more of your providers, such as when your pharmacist consults with your physician or a specialist regarding your medications, treatment or condition.

For payment purposes, such use and disclosure will take place to obtain or provide reimbursement for providing pharmaceutical care services, such as when your case is reviewed to ensure appropriate care was rendered. For reimbursement purposes, your PHI may be disclosed to one or several intermediaries employed by your plan sponsor including but not limited to insurers, pharmacy benefits managers, claims administrators and computer switching companies.

For healthcare operations purposes, such use and disclosure will take place in a number of ways, including for quality assessment and improvement, provider review and training, underwriting activities, reviews and compliance activities; planning, development, management and administration. Your information could be used, for example, to assist in the evaluation of the quality of care you were provided.

In addition, we may contact you to provide refill reminders, health screenings, wellness events, inoculations, vaccinations or information about treatment alternatives or other health-related benefits and services that may be of interest to you. In addition, we may disclose your health information to your plan sponsor.

We may use and disclose your PHI, without your authorization, when the pharmacy needs to contact a physician or physician's staff and is permitted or required to do so without individual written consent or authorization. We may use and disclose your PHI if we are contacted by another pharmacy who states they have your request and consent to transfer pharmacy records to them.

From time to time, we may employ the services of business associates who may assist us in one or more tasks and who may use, change (example: change of address or phone number) or create PHI. Business associates are required to comply with all the privacy regulations on your behalf.

We may disclose PHI about you without your authorization to comply with workers compensation laws, as required by law enforcement, legal proceedings, public health requirements, health oversight activities and as required by law.

We will not disclose any HIV/AIDS-related information, except in situations where the subject of the information has provided us with a written authorization allowing the release or where we are authorized or required by state or federal law to make the disclosure.

Other uses and disclosures will be made only with your written authorization, and you may revoke your authorization at any time by notifying us as described in Section B, except to the extent the Pharmacy has already taken action in reliance on a previously signed authorization form.

You may ask us to restrict uses and disclosures of your PHI to carry out treatment, payment, or healthcare operations, or to restrict uses and disclosures to family members, relatives, friends or other persons identified by you who are involved in your care or payment for your care. However, we are not required to agree to your request.

You have the right to request the following with respect to your PHI: (i) inspection and copying; (ii) amendment or correction; (iii) an accounting of the disclosures of this information by us; (We are not required to account to you for disclosures made for treatment, payment, operations, disclosures to you, disclosures to your care givers, for notifications or as otherwise excluded by law); and (iv) receipt a paper copy of this notice upon request. The pharmacy may require patients to make requests for access to their PHI in writing.

In addition, you may request, and we must accommodate the request, if reasonable, to receive communications of PHI by alternative means or at alternative locations. To make this request please contact us as described in Section B.

The pharmacy may charge for supplies, labor and the postage involved in preparing PHI for your request. If you desire a price quote for this service, you must request one. You have the right to withdraw your request of the PHI prior to the delivery.

We may use your name to reference your prescriptions and pharmaceutical care services. You may be required to sign a signature log form or to acknowledge receipt of service, to acknowledge receipt of this notice and the disclosure of PHI as outlined herein. We may disclose this information to other persons who ask for you or your prescriptions by name. You may restrict or prohibit these uses and disclosures by notifying a pharmacy representative orally or in writing of your restriction or prohibition. We are not required to honor those requests. If you request our services, we are able to provide treatment services to you, even if you object to signing the acknowledgment of the receipt of this notice or if we decide not to honor a request regarding the information in this document while noting your requests and refusals in our records. In the event of an emergency or your incapacity, we will do in our reasonable judgment what is consistent with your known preference, and what we determine to be in your best interest. We will inform you of any such uses or disclosures under such circumstances and give you an opportunity to object as soon as practicable.

We may disclose to one of your family members, to a relative, to a close friend, or to any other person identified by you, PHI that is directly relevant to the person's involvement with your care or payment related to your care. In addition, unless you object, we may use or disclose the PHI to notify, identify, or locate a member of your family, your personal representative, another person responsible for care, or certain disaster relief agencies of your location, general condition, or death. If you are incapacitated, there is an emergency, or you object to this use or disclosure, we will do what in our judgment is in your best interest regarding such disclosure and will disclose only the information that is directly relevant to the person's involvement with your healthcare. We will also use our judgment and experience regarding your best interest in allowing people to pick up filled prescriptions, or similar forms of PHI.

We reserve the right to change the terms of this notice and to make new notice provisions effective for all PHI we maintain. You may receive a copy of this notice by contacting us as outlined in Section B or upon receipt of pharmacy care services.

If you believe that your privacy rights have been violated, you may file a complaint with us at the location described in Section B or to the Secretary of the Department of Health and Human Services, Hubert H. Humphrey Building, 200 Independence Ave SW, Washington, DC 20201. You will not be retaliated against for filing a complaint.

Section B: Contacting Us

You may contact us for further information at:

Osterhaus Pharmacy
Pharmacist-in-Charge
918 W Platt St. Suite 2
Maquoketa, IA 52060
563-652-5611

This notice is effective 1/1/2022.

MEDICARE DMEPOS SUPPLIER STANDARDS

Note: This is an abbreviated version of the supplier standards every Medicare DMEPOS supplier must meet in order to obtain and retain their billing privileges. These standards, in their entirety, are listed in 42 C.F.R. 424.57(c).

1. A supplier must be in compliance with all applicable Federal and State licensure and regulatory requirements.
2. A supplier must provide complete and accurate information on the DMEPOS supplier application. Any changes to this information must be reported to the contractor within 30 days.
3. A supplier must have an authorized individual (whose signature is binding) sign the enrollment application for billing privileges.
4. A supplier must fill orders from its own inventory, or contract with other companies for the purchase of items necessary to fill orders. A supplier may not contract with any entity that is currently excluded from the Medicare program, any State health care programs, or any other Federal procurement or non-procurement programs.
5. A supplier must advise beneficiaries that they may rent or purchase inexpensive or routinely purchased durable medical equipment, and of the purchase option for capped rental equipment.
6. A supplier must notify beneficiaries of warranty coverage and honor all warranties under applicable State law, and repair or replace free of charge Medicare covered items that are under warranty.
7. A supplier must maintain a physical facility on an appropriate site and must maintain a visible sign with posted hours of operation. The location must be accessible to the public and staffed during posted hours of business. The location must be at least 200 square feet and contain space for storing records.
8. A supplier must permit CMS or its agents to conduct on-site inspections to ascertain the supplier's compliance with these standards.
9. A supplier must maintain a primary business telephone listed under the name of the business in a local directory or a toll free number available through directory assistance. The exclusive use of a beeper, answering machine, answering service or cell phone during posted business hours is prohibited.
10. A supplier must have comprehensive liability insurance in the amount of at least \$300,000 that covers both the supplier's place of business and all customers and employees of the supplier. If the supplier manufactures its own items, this insurance must also cover product liability and completed operations.
11. A supplier is prohibited from direct solicitation to Medicare beneficiaries. For complete details on this prohibition see 42 CFR § 424.57 (c) (11).
12. A supplier is responsible for delivery of and must instruct beneficiaries on the use of Medicare covered items and maintain proof of delivery and beneficiary instruction.
13. A supplier must answer questions and respond to complaints of beneficiaries and maintain documentation of such contacts.
14. A supplier must maintain and replace at no charge or repair cost either directly, or through a service contract with another company, any Medicare-covered items it has rented to beneficiaries.
15. A supplier must accept returns of substandard (less than full quality for the particular item) or unsuitable items (inappropriate for the beneficiary at the time it was fitted and rented or sold) from beneficiaries.
16. A supplier must disclose these standards to each beneficiary it supplies a Medicare-covered item.
17. A supplier must disclose any person having ownership, financial, or control interest in the supplier.
18. A supplier must not convey or reassign a supplier number; i.e., the supplier may not sell or allow another entity to use its Medicare billing number.
19. A supplier must have a complaint resolution protocol established to address beneficiary complaints that relate to these standards. A record of these complaints must be maintained at the physical facility.
20. Complaint records must include: the name, address, telephone number and health insurance claim number of the beneficiary, a summary of the complaint, and any actions taken to resolve it.
21. A supplier must agree to furnish CMS any information required by the Medicare statute and regulations.
22. All suppliers must be accredited by a CMS-approved accreditation organization in order to receive and retain a supplier billing number. The accreditation must indicate the specific products and services, for which the supplier is accredited in order for the supplier to receive payment for those specific products and services (except for certain exempt pharmaceuticals).
23. All suppliers must notify their accreditation organization when a new DMEPOS location is opened.
24. All supplier locations, whether owned or subcontracted, must meet the DMEPOS quality standards and be separately accredited in order to bill Medicare.
25. All suppliers must disclose upon enrollment all products and services, including the addition of new product lines for which they are seeking accreditation.
26. A supplier must meet the surety bond requirements specified in 42 CFR § 424.57 (d).
27. A supplier must obtain oxygen from a state-licensed oxygen supplier.
28. A supplier must maintain ordering and referring documentation consistent with provisions found in 42 CFR § 424.516(f).
29. A supplier is prohibited from sharing a practice location with other Medicare providers and suppliers.
30. A supplier must remain open to the public for a minimum of 30 hours per week except physicians (as defined in section 1848(j) (3) of the Act) or physical and occupational therapists or a DMEPOS supplier working with custom made orthotics and prosthetics.