



# PHARMACY SERVICES PROVIDER AGREEMENT

Patient Name: \_\_\_\_\_ Agency/Facility Name: \_\_\_\_\_

I, \_\_\_\_\_, authorize Heartland Pharmacy, and any other pharmacies owned by PharmEase, LLC (referred to in this agreement as the "Pharmacy") to provide medications and associated products and services to the above named Patient. I certify that I have the legal authority to sign this agreement on behalf of said Patient and I understand that by signing this agreement I will become responsible to pay the usual and customary fee for all medications, products and services provided to the Patient by the Pharmacy at the direction of the facility administration and staff and attending physician(s). If I disagree with any medication, product or service directed by the facility or an attending physician, I will contact them and resolve the issue(s) and ask them to provide different written direction to the Pharmacy. I acknowledge and agree that the Pharmacy provides medications, products or services based upon the most current written direction received by it.

For Patients receiving benefits from an insurance company (referred to in this agreement as a Pharmacy Benefits Manager "PBM"), I am aware that the Pharmacy will bill the PBM for all medications, products and services covered by the PBM and that I am responsible for any co-payments that may apply and/or for the payment for all medications, products and services provided by the Pharmacy that are not covered by the PBM. Should I arrange for home health and/or hospice services and supplies, I understand that Medicare will not reimburse me or my supplier and I will be responsible for their cost as well.

I also understand that in addition to billing the PBM, the Pharmacy will also bill me on a regular basis (normally monthly) for all charges for which I am responsible on behalf of the Patient. The invoice will show all charges billed, payments received, and any adjustments required to the patient's account over the previous billing period, plus any balance forward. I agree to pay the Pharmacy in full within 15 days of the monthly statement date. I acknowledge and agree that any account balance over thirty (30) days past due shall be assessed a one-time late fee of Twenty-Five Dollars (\$25.00) and shall also accrue interest on the account balance and the late fee at the rate of 1.5% per month until paid in full. I also understand that if the account balance has not been paid within sixty (60) days of any invoice, the Pharmacy has the option to discontinue providing additional medications, products or services to the above-named Patient. Regardless of whether the Pharmacy still provides medications, products or services to the Patient, if the Pharmacy is required to pursue legal action to collect any balance due from me on behalf of the Patient, I agree to pay reasonable attorney and collection agency fees and costs incurred in collecting any amounts due and owing hereunder.

I understand that the Pharmacy can provide for regular automatic payments from an established checking or savings account or to a credit card. If I elect an automated payment method, I will sign a separate authorization form, but understand that the terms and conditions of this agreement will still apply.

**Financial Responsible Party (please print)** \_\_\_\_\_ Relation \_\_\_\_\_

Address \_\_\_\_\_ Phone Number \_\_\_\_\_

\_\_\_\_\_  Elect paperless e-statement (email required)

\_\_\_\_\_ Email \_\_\_\_\_

**Signature X** \_\_\_\_\_ Date \_\_\_\_\_

(By signing, I acknowledge that I have read and understand the terms and conditions of this Provider Agreement.)

**Patient Information**

Name \_\_\_\_\_ Home Phone \_\_\_\_\_

Address \_\_\_\_\_ Date of Birth \_\_\_\_\_ M / F

City \_\_\_\_\_ Social Security No. \_\_\_\_\_

Physician(s) \_\_\_\_\_ Phone \_\_\_\_\_

\_\_\_\_\_

Medical Insurance \_\_\_\_\_ ID # \_\_\_\_\_

Prescription Insurance \_\_\_\_\_ ID # \_\_\_\_\_

RX Group# \_\_\_\_\_ RX PCN# \_\_\_\_\_ RX BIN# \_\_\_\_\_

Drug / Food Allergies \_\_\_\_\_

Diagnosis \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please attach copies of front and back of patient's insurance cards.

**Assignment of Benefits**

I hereby request that payment of authorized insurance benefits be made on the Patient's or my behalf to the Pharmacy for medications, products and/or services furnished to the Patient or me. I authorize the Pharmacy to release any necessary or required personal health information to the Center for Medicare and Medicaid Services, any health insurance company, and/or their agents for the purpose of determining benefits or resolving any question regarding coverage. **AND** I hereby acknowledge that I have received a copy of the Pharmacy's Notice of Privacy Practices (HIPPA), Routinely Purchased Items Notification, Equipment Warranty Information, Patient Rights & Responsibilities and CMS Medicare DMEPOS Supplier Standards (See reverse of this page) and understand each respective party's rights.

**X** \_\_\_\_\_  
**Signature of Beneficiary (Patient or Responsible Party)** \_\_\_\_\_ **Date** \_\_\_\_\_



3250 East 17th Street, Ammon, ID 83406 • Ph (208) 552-7677 • Fax (208) 552-2098  
8455 W. Emerald Street, Boise, ID 83704 • Ph (208) 323-0067 • Fax (208) 323-5954  
8599 Prairie Trail Drive, Ste A 300, Englewood, CO 80112 • Ph (303) 248-7920 • Fax (303) 889-5158



## ***CMS Medicare DMEPOS Supplier Standards***

[Social Security Act §1834(j); 42 U.S.C. §1395m(j); 65 Fed. Reg. 60,366 (2000) (to be codified at 42 C.F.R. pt. 424.57)]

Following are the new supplier standards as they appear in the Federal Register.

1. A supplier must be in compliance with all applicable Federal and State licensure and regulatory requirements and cannot contract with an individual or entity to provide licensed services.
2. A supplier must provide complete and accurate information on the DMEPOS supplier application. Any changes to this information must be reported to the National Supplier Clearinghouse within 30 days.
3. An authorized individual (one whose signature is binding) must sign the application for billing privileges.
4. A supplier must fill orders from its own inventory, or must contract with other companies for the purchase of items necessary to fill the order. A supplier may not contract with any entity that is currently excluded from the Medicare program, any State health care programs, or from any other Federal procurement or nonprocurement 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. This standard requires that the location is 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. The supplier location must be accessible to beneficiaries during reasonable business hours, and must maintain a visible sign and posted hours of operation.
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, or cell phone 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 must agree not to initiate telephone contact with beneficiaries, with a few exceptions allowed. This standard prohibits suppliers from contacting a Medicare beneficiary based on a physician's oral order unless an exception applies.
12. A supplier is responsible for delivery and must instruct beneficiaries on use of Medicare covered items, and maintain proof of delivery.
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 directly, or through a service contract with another company, 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 supplier standards to each beneficiary to whom it supplies a Medicare covered item.
17. A supplier must disclose to the government 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 implementing 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 of those specific products and services (except for certain exempt pharmaceuticals). *Implementation Date - October 1, 2009*
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. Must meet the surety bond requirements specified in 42 C.F.R. 424.57(c). *Implementation Date - May 4, 2009.*
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 C.F.R. 124-516.
29. DMEPOS suppliers are prohibited from sharing a practice location with certain other Medicare providers and suppliers.
30. DMEPOS suppliers must remain open to the public for a minimum of 30 hours per week with certain exceptions.

### **Patient Rights**

### **Patient Rights & Responsibilities      Consent to Privacy Practices**

1. The patient has the right to considerate and respectful service.
2. The patient has the right to obtain service without regard to race, creed, national origin, sex, age, disability diagnosis or religious affiliation.
3. Subject to applicable law, the patient has the right to confidentiality of all information pertaining to his/her medical equipment service. Individuals or organizations not involved in the patient's care, may not have access to the information without the patient's written consent.
4. The patient has the right to make informed decisions about his/her care.
5. The patient has the right to reasonable continuity of care and service.
6. The patient has the right to voice grievances without fear of termination of service or other reprisal in the service process.

### **Patient Responsibilities**

1. The patient should promptly notify the Home Medical Equipment Company of any equipment failure or damage.
2. The patient is responsible for any equipment that is lost or stolen while in their possession and should promptly notify Home Medical Equipment Company in such instances.
3. The patient should promptly notify the Home Medical Equipment Company of any changes to their address or telephone.
4. The patient should promptly notify the Home Medical Equipment Company of any changes concerning their physician.
5. The patient should notify the Home Medical Equipment Company of discontinuance of use.
6. Except where contrary to federal or state law, the patient is responsible for any equipment rental and sale charges which the patient's insurance company(s) does not pay.



3250 East 17th Street, Ammon, ID 83406 • Ph (208) 552-7677 • Fax (208) 552-2098  
8455 W. Emerald Street, Boise, ID 83704 • Ph (208) 323-0067 • Fax (208) 323-5954  
8599 Prairie Trail Drive, Ste A 300, Englewood, CO 80112 • Ph (303) 248-7920 • Fax (303) 889-5158



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.

As part of the federal Health Insurance Portability and Accountability Act of 1996, known as HIPAA, the Pharmacy has created this Notice of Privacy Practices. This Notice describes the Pharmacy's privacy practices and the rights you, the individual, have as they relate to the privacy of your Protected Health Information (PHI). Your PHI is information about you, or that could be used to identify you, as it relates to your past and present physical and mental health care services. The HIPAA regulations require that the Pharmacy protect the privacy of your PHI that the Pharmacy has received or created.

This Pharmacy will abide by the terms presented within this Notice. For any uses or disclosures that are not listed below (Including Marketing and Selling of PHI), the Pharmacy will obtain a written authorization from you for that use or disclosure, which you will have the right to revoke at any time, as explained in more detail below. **The Pharmacy reserves the right to change the Pharmacy's privacy practices and this Notice.**

### **HOW THE PHARMACY MAY USE AND DISCLOSE YOUR PHI**

The following is an accounting of the ways that the Pharmacy is permitted, by law, to use and disclose your PHI.

**Uses and disclosures of PHI for Treatment:** We will use the PHI that we receive about you to fill your prescription and coordinate or manage your health care. The Pharmacy may disclose PHI about you to doctors, nurses, technicians, caregivers, or other personnel who are involved in your care. The Pharmacy may disclose PHI about you to other entities or individuals outside the pharmacy who may be involved in your medical care in order to assist in the continuum of care to you after you choose to no longer utilize the pharmacy's services.

**Uses and disclosures of PHI for Payment:** The Pharmacy will disclose your PHI to obtain payment or reimbursement from insurers and other financial responsible parties for your health care services.

**Uses and disclosures of PHI for Health Care Operations:** The Pharmacy may internally use your PHI to conduct quality assessments, improvement activities, and evaluate the Pharmacy workforce.

The following is an accounting of additional ways in which the Pharmacy is permitted or required to use or disclose PHI about you without your written authorization.

**Uses and disclosures as required by law:** The Pharmacy is required to use or disclose PHI about you as required and as limited by law.

**Uses and disclosure for Public Health Activities:** The Pharmacy may use or disclose PHI about you to a public health authority that is authorized by law to collect for the purpose of preventing or controlling disease, injury, or disability. This includes the FDA so that it may monitor any adverse effects of drugs, foods, nutritional supplements and other products as required by law.

**Uses and disclosure about victims of abuse, neglect or domestic violence:** The Pharmacy may use or disclose PHI about you to a government authority if it is reasonably believed you are a victim of abuse, neglect or domestic violence.

**Uses and disclosures for health oversight activities:** The Pharmacy may use or disclose PHI about you to a health oversight agency for oversight activities which may include audits, investigations, inspections as necessary for licensure, compliance with civil laws, or other activities the health oversight agency is authorized by law to conduct.

**Disclosures to Individuals Involved in your Care:** The Pharmacy may disclose PHI about you to individuals involved in your care.

**Disclosures for judicial and administrative proceedings:** The Pharmacy may disclose PHI about you in the course of any judicial or administrative proceedings, provided that proper documentation is presented to the Pharmacy.

**Disclosures for law enforcement purposes:** The Pharmacy may disclose PHI about you to law enforcement officials for authorized purposes as required by law or in response to a court order or subpoena.

**Uses and disclosures about the deceased:** The Pharmacy may disclose PHI about a deceased, or prior to, and in reasonable anticipation of an individual's death, to coroners, medical examiners, and funeral directors.

**Uses and disclosures for cadaveric organ, eye or tissue donation purposes:** The Pharmacy may use and disclose PHI for the purpose of procurement, banking, or transplantation of cadaveric organs, eyes, or tissues for donation purposes.

**Uses and disclosures for research purposes:** The Pharmacy may use and disclose PHI about you for research purposes with a valid waiver of authorization approved by an institutional review board or a privacy board. Otherwise, the Pharmacy will request a signed authorization by the individual for all other research purposes.

**Uses and disclosures to avert a serious threat to health or safety:** The Pharmacy may use or disclose PHI about you, if it believed in good faith, and is consistent with any applicable law and standards of ethical conduct, to avert a serious threat to health or safety.

**Uses and disclosures for specialized government functions:** The Pharmacy may use or disclose PHI about you for specialized government functions including; military and veteran's activities, national security and intelligence, protective services, department of state functions, and correctional institutions and law enforcement custodial situations.

**Disclosure for workers' compensation:** The Pharmacy may disclose PHI about you as authorized by and to the extent necessary to comply with workers' compensation laws or programs established by law.

**Disclosures for disaster relief purposes:** The Pharmacy may disclose PHI about you as authorized by law to a public or private entity to assist in disaster relief efforts and for family and personal representative notification.

**Disclosures to business associates:** The Pharmacy may disclose PHI about you to the Pharmacy's business associates for services that they may provide to or for the Pharmacy to assist the Pharmacy to provide quality health care. To ensure the privacy of your PHI, we require all business associates to apply appropriate safeguards to any PHI they receive or create.



---

---

### **OTHER USES AND DISCLOSURES**

The Pharmacy may contact you for the following purposes:

**Information about treatment alternatives:** The Pharmacy may contact you to notify you of alternative treatments and/or products.

**Health related benefits or services:** The Pharmacy may use your PHI to notify you of benefits and services the Pharmacy provides.

**Fundraising:** If the Pharmacy participates in a fundraising activity, the Pharmacy may use demographic PHI to send you a fundraising packet, or the Pharmacy may disclose demographic PHI about you to its business associate or an institutionally related foundation to send you a fundraising packet. No further disclosure will be allowed by the business associates or an institutionally related foundation without your written authorization. You will be provided with an opportunity to opt-out of all future fundraising activities.

---

---

### **FOR ALL OTHER USES AND DISCLOSURES**

The Pharmacy will obtain a written authorization from you for all other uses and disclosures of PHI, and the Pharmacy will only use or disclose pursuant to such an authorization. In addition, you may revoke such an authorization in writing at any time. To revoke a previously authorized use or disclosure, please contact the appropriate HIPAA Contact listed below to obtain a Request for Restriction of Uses and Disclosures.

---

---

### **YOUR HEALTH INFORMATION RIGHTS**

The following are a list of your rights in respect to your PHI. Please contact the HIPAA Contact Person for more information about the below.

**Request restrictions on certain uses and disclosures of your PHI:** You have the right to request additional restrictions of the Pharmacy's uses and disclosures of your PHI; however, the Pharmacy is not required to accommodate a request. This includes the right to restrict disclosures to Insurances for those products and services you pay out-of-pocket for.

**The right to have your PHI communicated to you by alternate means or locations:** You have the right to request that the Pharmacy communicate confidentially with you using an address or phone number other than your residence. However, state and federal laws require the Pharmacy to have an accurate address and phone number in case of emergencies. The Pharmacy will consider all reasonable requests.

**The right to inspect and/or obtain a copy of your PHI:** You have the right to request access and/or obtain a copy of your PHI that is contained in the Pharmacy for the duration the Pharmacy maintains PHI about you. There may be a reasonable cost-based charge for photocopying documents. You will be notified in advance of incurring such charges, if any.

**The right to amend your PHI:** You have the right to request an amendment of the PHI the Pharmacy maintains about you, if you feel that the PHI the Pharmacy has maintained about you is incorrect or otherwise incomplete. Under certain circumstances we may deny your request for amendment. If we do deny the request, you will have the right to have the denial reviewed by someone we designate who was not involved in the initial review. You may also ask the Secretary, United States Department of Health and Human Services ("HHS"), or their appropriate designee, to review such a denial.

**The right to receive an accounting of disclosures of your PHI:** You have the right to receive an accounting of certain disclosures of your PHI made by the Pharmacy.

**The right to receive additional copies of the Pharmacy's Notice of Privacy Practices:** You have the right to receive additional paper copies of this Notice, upon request, even if you initially agreed to receive the Notice electronically

**Notification of Breaches:** You will be notified of any breaches that have compromised the privacy of your PHI.

---

---

### **REVISIONS TO THE NOTICE OF PRIVACY PRACTICES**

The Pharmacy reserves the right to change and/or revise this Notice and make the new revised version applicable to all PHI received prior to its effective date. The Pharmacy will also post the revised version of the Notice in the Pharmacy.

---

---

### **ROUTINELY PURCHASED ITEMS NOTIFICATION:**

I understand what Medicare defines as DME - Durable Medical Equipment, and understand the respective operating instructions according to the manufacturer's owner manual which is supplied at time of purchase where applicable. I understand that additional training is available upon request by calling the pharmacy: for Ammon 208 552-7677; for Boise 208-323-0067; for Colorado 303-248-7920. The Pharmacy's DME inventory is defined by Medicare as being inexpensive or routinely purchased items. Inexpensive or routinely purchased items include: blood glucose monitors and supplies (non-mail order), ostomy supplies, urological supplies and surgical dressings.

---

---

### **EQUIPMENT WARRANTY INFORMATION:**

I understand that DME - Durable Medical Equipment that The Pharmacy sells carries a 1-year manufacturer's warranty where applicable. The Pharmacy will honor such warranties under applicable law. The Pharmacy will 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.

---

---

### **COMPLAINTS**

If you believe your privacy rights have been violated, you may file a complaint with the Pharmacy and/or to the Secretary of HHS, or his designee.

If you wish to file a complaint with the Pharmacy, please contact one of the following individuals; Heartland Pharmacy: Bryan Kump; Heartland LTC

Pharmacy: Jeremy Chrysler; or Heartland Pharmacy - Denver: Jeremy Freckleton. If you wish to file a complaint with the Secretary, please write to:

<http://www.hhs.gov/ocr/office/about/rgn-hqaddresses.html>. The Pharmacy will not take any adverse action against you as a result of your filing of a

complaint. If you have a complaint please contact the pharmacy. If you are not satisfied with the complaint resolutions, you may contact the Compliance Team at 888-291-5353.

---

---

### **HIPPA Contact Information**

If you have any questions on the Pharmacy's privacy practices or for clarification on anything contained within the Notice, please contact:

Heartland Pharmacy  
Bryan Kump  
3250 East 17th Street  
Ammon, ID 83406  
(208) 552-7677

Heartland Long Term Care Pharmacy  
Jeremy Chrysler  
8455 W. Emerald Street  
Boise, Idaho 83704  
(208) 323-0067

Heartland Pharmacy - Denver  
Jeremy Freckleton  
8599 Prairie Trail Drive, Ste A 300  
Englewood, CO 80112  
(303) 248-7920