

Rental Agreement: If this is a Delivery Ticket for Rental of equipment the following terms apply: The Customer acknowledges receipt of the equipment described, on the service dates indicated, and agrees that title to the equipment shall at all times be and remain in Lessor ("Company"); that this is a transaction of lease only; that the equipment is accepted in its "as is" condition (having been inspected by the undersigned [face side] upon delivery); and further, the customer agrees; to protect the equipment from all loss, damage, and misuse and remain responsible for it, to release the equipment for pick-up only to a duly authorized representative of Company, to operate the equipment only in a manner for which it was intended, to refrain from making any repairs to the equipment but notifying Company in the event repairs are necessary, to promptly and faithfully pay the stated rental each month (without pro-rate) until the equipment has been returned. The Customer has been informed and agrees that Company is not the manufacturer of the equipment, and is not responsible for the adequacy of the same nor any defects in the equipment or which may appear from the use and maintenance thereof; nor shall Company be responsible for any delay or interruption in connection with the delivery or service of the equipment whatsoever relating to the use of the equipment. Company has not prescribed the equipment, and makes no representations with regard to the suitability of the equipment for any specific purpose of the customer, and assumes no liability for any warranties whatsoever, express or implied. The Customer agrees to accept whatever warranties are offered by the manufacturer of the equipment in lieu of any warranties of seller. The Customer irrevocably agrees to indemnify and save Company harmless from and against any claims whatsoever which may be brought by any persons whomsoever arising from the rental, delivery and use of the said equipment.

Sales Agreement: If this is a Delivery Ticket for a Sale of equipment the following terms apply: The Customer acknowledges receipt of the equipment described, on the date indicated, and agrees that the equipment is accepted in its "as is" condition (having been inspected by the Customer upon delivery). The Customer agrees to pay the stated price for the equipment. The Company ("Seller") has not prescribed the equipment, and further makes no warranty whatsoever, express or implied of merchantability or fitness for purpose. On the contrary, the Customer has been informed and agrees that he or she knows that Seller is not the manufacturer of the equipment and is not responsible for the adequacy of the same, nor for any defects in the equipment or which may appear from the use and maintenance thereof. The Customer agrees to accept whatever warranties are offered by the manufacturer of the equipment. The Customer irrevocably agrees to indemnify and save Seller harmless from and against any claim whatsoever which may be brought by any persons whomsoever arising from the sale, delivery and use of said equipment.

Equipment Pick-Up Agreement: Customer agrees equipment will be picked up upon notification in writing at Company's earliest convenience. If this is a Pick-up Ticket, the following terms and conditions apply: All equipment is subject to inspection before it is picked up or returned. If any damage, unnecessary abuse, missing or broken items are reported, customer will be notified and charged a fine. Service will be terminated and equipment picked up if Customer has a 30-day overdue balance.

Beneficiary Agreement: For purposes of this agreement, the "beneficiary" is any individual who has current Major Medical/DME (Durable Medical Equipment) insurance coverage, and therefore is also a Customer. If this is a Delivery Ticket for Rental or Purchase of equipment, the following terms and conditions apply in addition to all other terms and conditions of this entire agreement.

Assignment of Benefits: The beneficiary agrees to assign to the Company any and all insurance benefits otherwise payable to the beneficiary for service rendered, supplies and/or equipment; to immediately forward any benefits or checks otherwise sent directly to Company and Company's address on face side (top-left); To be responsible for all insurance Co-Payment amounts within 30 days of receipt of the balance due. The Company reserves the right to accept assignment on an individual or case by case basis. Should it become necessary to turn beneficiary's account over to a collection agency, beneficiary assumes full responsibility for all legal expenses incurred.

Medical Release Authorization: Beneficiary hereby agrees to authorize the release to Company his or her medical history (including but not limited to prescription formulation as it may relate to either beneficiary's past or contemplated home therapy; To authorize all medical personnel to provide information to Company concerning beneficiary's medical history; To authorize Company to release any information so obtained to any insurance company, public or private agency which may be responsible for beneficiary's medical expenses.

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).

New 30 Supplier Standards:

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 license 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 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. 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 phone 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 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 not 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 to be rented to beneficiaries.
15. A supplier must accept returns of substandard (less than full quality for 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 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 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. 424.516(f).
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.

Customer/Beneficiary Agreement: A copy of the above terms and conditions are on file. Customer /Beneficiary signature, or the signature of any party taking responsibility for delivery of equipment on behalf of the Customer/Beneficiary indicates full understanding, compliance, and responsibility with this entire agreement; this includes granting permissions to Company to use a copy of the entire agreement in place of the original.

I certify by signing the front of this form that I have received a copy of Notices of Privacy Practices. The Notice of Privacy Practices describes the types of uses and disclosures of my protected health information that might occur in my treatment, payment of my bills or in the performance of our company's health care operations. The Notice of Privacy Practices also describes your rights and our company's duties with respect to your protected health information.

Confirmation of Warranty Information: I have chosen the purchase option for the medical equipment prescribed by my physician. I understand the company is no longer responsible for my equipment and I have received a copy of the warranty information offered by the manufacturer. I will contact the manufacturer as requested under the warranty information.

I understand Medicare may reimburse for labor, replacement parts, and temporary rental of one month until my equipment is in working condition and if the equipment is still medically necessary. Upon the time the warranty has expired, I am responsible for all repairs, labor parts, or whatever may be necessary. The HME company holds no liability or responsibility once purchased.