

TERMS OF AGREEMENT

Please read the following carefully before signing. All items of property or equipment are rented (or sold) subject to the conditions expressed below and on the reverse page. Your signature on the reverse page evidences your understanding and agreement to these terms.

1. I understand and agree that I am responsible for ALL rental fees and other charges for equipment or services that are not covered by Medicare, Medicaid or other medical insurance programs or plans, public or private, under which I am entitled to benefits. I agree to provide to The Company all documents and other information necessary for The Company to obtain direct payment from such third party payers. I agree to pay all deductible amounts and other charges not covered by the assignment of benefits. I also agree to pay The Company for all collection fees, attorney's fees, court costs and other expenses involved in collecting any charges hereunder.
2. I agree that all rentals are on a monthly basis and that if I wish to extend the rental of the equipment beyond the initial month, I agree to make payment for the following month on or before the due date, either at the store or by mail. If the item is not returned by the monthly due date, I agree to continue the rental for an additional month and the rental charge will be due and payable immediately by me.
3. It is agreed that the title of rental equipment remains with The Company and that I will return all rented items immediately upon expiration of the rental period. I agree that all items have been delivered in good condition and that I am responsible for normal care of the equipment (including parts and accessories) and I agree to pay in full for any loss or damage due to accident, fire, flood, theft, wind damage, or negligence at the current fair market value.
4. Except with the express written consent of The Company, I agree that the rental property will be used solely by me, only at the address designated and solely for the purpose for which the property was manufactured and intended.
5. I agree to hold harmless, defend and indemnify The Company against any and all liability, loss or expense whatsoever resulting from negligent or improper use of the property.
6. I agree to immediately cease using any rented property if it becomes unsafe or in disrepair. I will immediately notify The Company in either case, and The Company agrees to replace the rented property with similar property in good working condition with reasonable dispatch. In such case, I agree to be responsible for any repair or replacement caused by my act or neglect.
7. I ACKNOWLEDGE THAT THE COMPANY IS NOT THE MANUFACTURER OF THE EQUIPMENT OR THE MANUFACTURER'S AGENT AND THAT THE COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED, INCLUDING BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY OR CAPACITY OF THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACTS THERETO; PATIENT INFRINGEMENT; OR LATENT DEFECTS.
8. I acknowledge that this assignment applies to rental of the medical equipment, sales and services listed on the reverse side of this agreement and that administrative expenses beyond normal billing procedures may be subject to additional charges not covered by third party payers.
9. I am aware that the need for this equipment is prescribed by my physician and neither The Company nor the manufacturer is responsible for the effectiveness of the equipment or the success or failure of any treatment performed with the equipment.
10. This agreement contains the entire agreement of the parties and supersedes any other discussion or agreements relating to the subject of this agreement. The customer acknowledges that he has not received any representations or promises concerning the property or the terms of this agreement other than as set forth herein.
11. This agreement shall be governed by and construed in accordance with the laws (other than the conflict law rules) of the State of Alabama. This agreement may not be assigned by the customer without the prior written consent of The Company. The Company may assign this agreement to any successor to The Company's business. This agreement may be amended or modified only in writing signed by both parties.
12. **WARNING:** The Company retains title and full ownership rights to the property rented hereunder. By execution of this agreement, the customer acknowledges and understands that if the property is not returned to The Company as provided herein, The Company will institute legal proceedings against the customer to recover the property and any and all damages which The Company may suffer related to the customer's failure to return the property in good condition and repair.

CMS MEDICARE DMEPOS SUPPLIER STANDARDS

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 National Supplier Clearinghouse with 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 any appropriate site.
8. A supplier must permit CMS (formerly HCFA), 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 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 calling beneficiaries in order to solicit new business.
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 (formerly HCFA) any information required by the Medicare statute and implementing regulations.



SALES AND RENTAL AGREEMENT

New Existing

Delivery Date _____

Pick up Date _____

Discharge Date _____

Rainsville, AL: 92 East Main Street Rainsville, AL 35986..... Phone 256-638-7002

Birmingham, AL: 5025 Hwy 280 Suite 101 Birmingham, AL 35242..... Phone 205-981-2333

Name _____ SSN _____

Address _____ City _____ State _____ ZIP _____

Phone _____ Birth Date ____/____/____ Sex _____ Height _____ Weight _____

Emergency Contact _____ Phone # _____

Primary Insurance _____ Policy # _____

Secondary Insurance _____ Policy # _____

Insured Name / Date of Birth _____ Birth Date _____

Referral Name _____ Institution _____ Phone _____

Prescribing Physician _____ NPI _____

Address _____ Phone/ Fax _____

Prognosis _____ ICD-9 _____ Diagnosis _____

ITEM	R/S	Q	ITEM DESCRIPTION	SERIAL / LOT #	UNIT PRICE	EXT AMT

Facility / Hospital Delivery

Sub Total	
Tax	
Total	

Estimated Amount _____ Paid _____ Check # _____ Bill Patient _____

Co-Pay Information:
Not Including Deductibles

SETTINGS/RESULTS

LPM _____ CPAP _____ BILEVEL _____ / _____ DURATION _____ TEST PO2 _____ SAT _____ TEST DATE _____

Delivery Instructions: _____

The above information has been given to OxyMed LLC., to provide it with information necessary to bill Medicare, Medicaid or other sources for services provided. I certify that this information is correct I have read and understand the provisions on the sales rental agreement. I understand that my signature below shall be evidence of my agreement to the provisions on the sales rental agreement. **I have received a copy of the privacy statement, rent/ purchase option, and Medicare supplier standards.**

Received by (Patient's Signature) _____

If not Patient, Signature by (Print) _____

Reason Patient Unable to Sign _____

Date _____

Relationship to Patient _____

Delivery Personnel _____