

Homecare Delivery, Assessment, and Plan of Service

Requests for Products, Supplies, Services

The undersigned, being the above named Patient or authorized agent, understands that by signing this Homecare Delivery, Assessment, and Plan of Service ("Agreement"), the undersigned desires to rent or purchase certain medical equipment, supplies, or services from the supplier and its affiliates. The undersigned acknowledges that the equipment or supplies may be rented or purchased from Supplier. For clarity, terms related to "Items" apply regardless of whether the Item is purchased or rented. "Equipment" is used only related to a lease from Supplier.

Consent to Release Health Information

The undersigned authorizes

- (1) Patient's insurer(s) and any other third party payor(s) which provides the Patient with coverage to disclose to Supplier minimum necessary information to facilitate payment to Supplier for Items furnished to Patient;
- (2) all medical personnel involved in Patient's treatment to disclose to Supplier any and all information concerning Patient's medical history and condition as it may relate to the Items provided to Patient by Supplier;
- (3) any holder of medical information about Patient (including Supplier) to release to the Centers for Medicare & Medicaid Services and its agents, to any of Patient's third party payor(s), and to Supplier, any information needed (subject to minimum necessary requirements, as applicable) (a) to determine applicable benefits and qualification for reimbursement of Items furnished by Supplier to Patient; (b) to process claims for Items provided by Supplier to Patient; and/or (c) to conduct health care compliance activities and quality assurance or utilization reviews.

The undersigned hereby authorizes his/her healthcare providers and payors to rely on this "Consent to release health information" without need for a separate release authorization, to release the specified information for treatment, payment, and health care operations purposes as contemplated herein.

Agreement to Pay

The undersigned agrees to pay for all Items provided by Supplier to Patient. The monthly balance due will be that portion of Supplier's applicable charges not paid by insurance or any other payor, including coinsurance, copayments, and deductible amounts, as well as any amounts due for non-covered Items provided to Patient by Supplier. Supplier shall have the right, at its discretion, to send invoices to the undersigned in any manner including without limitation via (a) password-protected files sent electronically, (b) fax, or (c) mail to the bill to address, and undersigned shall promptly pay when due. All payments shall be made in U.S. currency. Payments made by check shall be made to Sizewise Rentals, L.L.C., P.O. Box 320, Ellis, KS 67637, and electronic or credit card payments shall be made in accordance with Sizewise's instructions. Billing, invoice or credit questions should be directed to 800-814-9389. Payment terms are net thirty (30) days from the date of invoice unless otherwise established through contract. If the undersigned fails to pay any amounts when due, the undersigned shall pay Supplier interest thereon at a rate of one and one-half (1.5%) per month (or the highest rate permitted by law) together with all costs and expenses (including without limitation reasonable attorneys' fees and court costs) incurred by Supplier in collecting such overdue amounts or otherwise enforcing Supplier's rights. If prompt payment is not made, Supplier may pursue its standard collection policy or other applicable remedies at Supplier's sole discretion.

Assignment of Benefits

The undersigned requests that payment of authorized benefits be made to Supplier, and authorizes Supplier to collect directly all public and private insurance benefits due, for any Items furnished to Patient by Supplier. In the event benefit payments due Supplier are paid directly to undersigned, the payee shall immediately, and without request from Supplier, endorse and remit to Supplier all such benefit payment checks. On assigned Medicare claims, Supplier agrees to accept the applicable Medicare allowable amount (including deductibles and co-payments paid by the undersigned) as payment in full for covered Items.

Lease of Equipment

If the undersigned is renting Equipment, the terms of this section shall apply. Any reference to "Equipment" herein shall mean all rented equipment including without limitation all parts, materials, digital media storage, including all information and data collected, stored, or generated from the Equipment. The undersigned agrees that undersigned has rented the Equipment herein described upon the express conditions that such Equipment will at all times remain the property of Supplier. If undersigned desires to purchase the Equipment previously leased, undersigned must notify Supplier to determine the purchase amount.

Equipment is leased on an as-needed rental basis and the Agreement shall begin on the date Equipment is delivered to the undersigned and be ongoing until terminated as provided herein. This Agreement may be terminated as follows:

- a. The undersigned may notify Supplier of the desire to terminate the Agreement and schedule a pick-up of the Equipment.
- b. The Equipment is determined to no longer be medically necessary for the undersigned, as described below.
- c. Supplier may terminate the Agreement for non-payment or non-compliance by the undersigned.

Any such termination will be effective on the date in which the undersigned or Supplier provide notification of to pick up the Equipment, whether the Equipment is in use or not. Undersigned's obligation to pay for any charges accrued prior to the termination date survive termination of this Agreement.

Medical Necessity

Where Items will be billed to Medicare, Medicaid, or other insurance, Supplier may require certification of medical necessity or other documentation from the Patient's treating healthcare provider. If the Patient's healthcare provider declines to provide required certifications to Supplier or indicates that Equipment is no longer needed, or if the Patient's insurance coverage notifies Supplier of a determination of non-coverage of Items due to medical necessity, Supplier will notify undersigned of such determination. Supplier may terminate any lease for such non-coverage and pick up the Equipment. Supplier may directly lease the Equipment to undersigned if undersigned completes paperwork required to acknowledge the non-coverage by Medicare, Medicaid, or other insurance and agrees to pay the rental amounts in full.

Warranties and Returns

All Items are subject to the limited product warranty included in the user manual for the warranty period set forth therein, and if no warranty period is stated then for 90 days from purchase. THE SUPPLIER MAKES NO ADDITIONAL WARRANTIES OTHER THAN AS DESCRIBED IN THE USER MANUAL. Supplier will honor all warranties under applicable law and will replace, free of charge, any Medicare-covered Items that is under warranty. Supplier may charge a reasonable fee for maintenance and servicing that is not covered by the limited product warranty.

If an Item is defective, an incorrect product, or determined to be unsuitable to the Patient prior to use, Supplier will accept return of the Item. Undersigned will return at once to Supplier or its designee any Equipment not functioning normally. Undersigned shall not attempt to make any repairs of any nature whatsoever to the Equipment, and in the event said Equipment becomes inoperative, undersigned shall notify Supplier at once. Undersigned agrees to return Equipment to Supplier promptly upon demand and will cooperate with Supplier to make said Equipment available for pickup by Supplier.

Use of Items and Equipment; Hold Harmless

The undersigned agrees to use the Items only in the manner for which they are intended and in compliance with manufacturer specification, any warning labels, and other information supplied by Supplier or the manufacturer ("Specifications"). The undersigned understands that the Patient's treating healthcare provider is solely responsible for diagnosing and prescribing Items for the Patient's condition and otherwise supervising medical care. To the fullest extent permitted by law, the undersigned agrees to hold Supplier, its subsidiaries, officers, agents, and employees harmless against any loss or expense, including attorney's fees, arising out of bodily injury, including death, sustained by any person related to the undersigned or Patient's non-compliance with Specifications.

Undersigned has examined the Equipment, finds it to be in good condition, accepts the Equipment as is and finds it fit for the undersigned's purposes. Undersigned further agrees (i) not to tamper with, alter or modify the Equipment in any manner whatsoever, including without limitation removal of any digital media storage from said Equipment, and (ii) not to re-deliver Equipment to any other person, firm, or company or remove said Equipment from that address to which it was delivered without the written permission of Supplier. Undersigned understands and agrees that any alterations or modifications approved by Supplier will become the property of Supplier, as part of the Equipment. Undersigned promises to pay all costs of restoring the Equipment to its original condition in the event undersigned tampers with, alters or modifies the Equipment in any manner whatsoever without written permission from an authorized representative of Supplier. Undersigned shall indemnify, defend and hold Supplier harmless from and against any and all claims, actions, losses, damages (including special, indirect, punitive, incidental or consequential), liabilities and expenses arising from, caused by or related to, directly or indirectly, undersigned's tampering, altering or modifying the Equipment in any manner whatsoever, and whether Supplier approved an alteration or modification.

Undersigned shall return Equipment to Supplier in as good condition as when received by undersigned, ordinary wear and tear excepted. In the event Equipment leased hereunder comes into contact with a Nationally Notifiable Infectious Condition (as defined by the Center of Disease Control), Clostridium difficile, or MRSA, the undersigned agrees that he or she will notify Supplier prior to making arrangements for pickup. Undersigned is responsible for said Equipment and agrees to use reasonable care to protect same from all loss and damage. In the event the Equipment is lost while in the possession of undersigned, undersigned shall have thirty (30) days to recover the Equipment. After said thirty (30) days, Supplier will invoice undersigned, and undersigned shall pay upon receipt of invoice for the replacement cost of the lost Equipment.

Ancillary Services

For the purpose of this Agreement, "Ancillary Services" shall mean any service performed by Supplier during, or subsequent to, the delivery of the Item to undersigned's location including without limitation setup, installation, training, maintenance, in-service, or Patient transfers in any manner. In the event undersigned requests Supplier to assist with the performance of Ancillary Services the following provision shall also apply. By requesting Supplier to perform Ancillary Services, undersigned authorizes Supplier's representative to work with undersigned and the Item together to move any current equipment out of the way as necessary to conduct the Ancillary Services. Notwithstanding however at all times undersigned shall manage and be solely responsible for anything that is attached to the Patient including without limitation managing all IVs, tubes, Foley's, etc.

Questions and Complaints

I understand that any questions or complaints regarding Items provided by Supplier may be directed to Sizewise at the address or phone number listed on the top of this form and that any complaint will be handled consistent with the Sizewise complaint policy. I understand that complaints may also be submitted to the Dept. of Health and Human Services (800-HHS-TIPS), the Accreditation Commission for Health Care (ACHC, 919-785-1214), or the Florida Agency for Health Care Administration (Florida Patients only).

Miscellaneous

A copy of this Agreement may be used in place of the original. This Agreement may not be assigned by undersigned. There are no intended third party beneficiaries. Nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. The undersigned agrees to notify the Supplier of any same or similar Items provided to the Patient previously, by another Supplier. The undersigned agrees that the Supplier may contact Patient at the telephone number specified thereon. If any provision of this Agreement or the application thereof to any person or circumstance is invalid or unenforceable to any extent, the remainder of the Agreement and the application of such provision to other persons or circumstances will not be affected thereby and will be enforced to the greatest extent permitted by law.

THE SIGNEE CERTIFIES THAT HE/SHE IS THE PATIENT, OR IS DULY AUTHORIZED TO EXECUTE THIS AGREEMENT, AND THAT HE/SHE HAS READ THE FOREGOING AND UNDERSTANDS AND AGREES TO THE TERMS HEREOF.