

## R E N T A L

1. All rental charges are payable monthly and/or by assignment of Medicare and/or other insurance benefits. The undersigned agrees to be responsible for the payment of any charges that become due including but not limited to any such amounts APPLIED TO ANNUAL DEDUCTIBLE OR GO-INSURANCE features of any government or private insurance plan.
2. Rental charges start on delivery of the equipment and continue until Transcend Medical receives notification of the termination of this agreement. Possession of the equipment for any part of the rental month constitutes an obligation to pay full month's rental charge. A MINIMUM OF ONE MONTH'S RENT SHALL BE DUE AND PAYABLE IF DELIVERY IS COMPLETED. NO RENTAL CHARGES MAY BE APPLIED TO THE PURCHASE PRICE OF EQUIPMENT.
3. THE UNDERSIGNED AGREES
  - a. To pay for all charges when due, both for rental or purchase of the equipment herein, as well as any charges for any compressed gases delivered.
  - b. To pay Transcend Medical for damages or other loss caused to the equipment of Transcend Medical by fire, theft, negligence, breakage or any other case, normal wear and tear is expected, while the equipment is in the possession of the user.
  - c. The equipment remains the property of Transcend Medical until purchased by customer.
  - d. The equipment is not to be removed from the address contained herein without notification of Transcend Medical (except as required for normal use of portable equipment)
  - e. The equipment is not to be used by anyone other than whom the equipment is prescribed.
  - f. The undersigned understands Medicare and other insurance coverage requires supervision of a physician with respect to use of the equipment.
  - g. **Immediately Notify Transcend Medical if the user of the equipment changes physicians, enters hospital, nursing home or other institution whether on a temporary basis or changes coverage with respect to their insurance plan that is providing benefits.**
  - h. To peacefully surrender or return all equipment including cylinders and accessories to Transcend Medical upon termination of this agreement.
  - i. To indemnify and hold harmless Transcend Medical, its agent and employees from and against all claims, damages, losses and experience, including attorney's fees, arising out of the delivery, or in any way related to the equipment, beyond the control of Transcend Medical.
4. Transcend Medical shall not be liable for any damages by the loss of use of the equipment due to delays beyond the control of Transcend Medical.
5. The UNDERSIGNED CERTIFIES that equipment named in this contract has not been rented or purchased from another provider during the last 90 days.
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 was fitted and rented or sold) from beneficiaries.
16. A supplier must disclose these supplier standards to each beneficiary to whom it supplies Medicare –covered items.
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 record 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 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).
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 or which they are seeking accreditation.