



MHM back of ticket information – revision 9/25/14

TERMS/CONSENT AUTHORIZATION UPDATED 9/25/2014
AUTHORIZATION/CONSENT:

I hereby authorize the holder of medical or other information about me to release to the Social Security Administration, Centers for Medicare and Medicaid Services, its intermediaries or to any third party payor as required, any information needed for this or a related health claim. I permit a copy of this authorization to be used in place of this original and request payment of medical insurance benefits to the party who accepts assignment.

ASSIGNMENT OF BENEFITS/FINANCIAL RESPONSIBILITY:

I certify that the information given by me is correct. I request that payment of authorized benefits be made on my behalf. I assign the benefits payable to Mitchell Home Medical (MHM) for covered services rendered by MHM, and authorize MHM to submit claims to Medicare, Medicaid, and/or commercial insurance carriers for payment. I authorize payment of my insurance benefits directly to MHM, which payment will not exceed the balance due on my account. I am aware that MHM will bill me for any deductible and co - pay charges on equipment and/or supplies that I have rented or purchased each month.

INSURANCE WAIVER: I have been notified by MHM that in the event my insurance carrier may deny payment for some or all of the items/equipment identified on the opposite side of this



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TITLE: I agree and understand that the rented item/s herein described will remain the property of MHM. I have had the opportunity to inspect these item/s and found it/them suitable to my needs and in good condition and understand its proper use. I promise to return the item/s in the same condition with the exception of NORMAL wear and tear.

Any item/s returned with defects not noted upon receipt, I agree to pay for those defects promptly, up to the total retail value of the item/s. I also agree to pay a reasonable cleaning charge for item/s returned dirty. All charges are based on the time the item/s is in my possession whether in use or not. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged or lost goods. Item/s damaged beyond repair will be paid for at its Fair Market Value when rented.

The cost of repairs will be borne by me, whether performed by MHM or at MHM's option by others. MHM is not responsible for accidents or injuries caused directly or indirectly by the use of the rented item/s. I agree not to remove or alter any identification on the equipment or in any way attempt to transfer such equipment. If the equipment becomes unsafe or in disrepair as a result of normal use I agree to discontinue use and notify MHM which will replace (or repair) the rental equipment with similar equipment in good working order, if available. MHM is not responsible for any incidental or consequential damages caused by delays or otherwise. Use of the equipment in the following circumstances is prohibited, and constitutes a breach of rental or an automatic convert to sale at MHM's discretion:



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- 1) Use for illegal purpose or in illegal manner.
- 2) Use when the equipment is in poor repair.
- 3) Improper, unintended, use or misuse.
- 4) Use at any location other than the address furnished MHM, without MHM's written permission.

I furthermore understand, my right to possession terminates on the expiration of the prescription period and retention of possession after this time without a new prescription constitutes material breach of this agreement. I agree to return rented goods during MHM's regular business hours, upon termination of the prescription period. Any extension must be mutually agreed upon in writing. If not returned in a timely manner, I agree to pay an additional charge of two months rent for each month the equipment is retained beyond the expiration of the prescription period. Upon failure to pay rent or other breach of this agreement, MHM may terminate this agreement and take possession of and remove the equipment from wherever it is, and MHM and his agents shall not be liable for any claims for damage or trespass arising out of the removal of the equipment. I understand that drugs, enteral products, purchased equipment and supplies provided to me may not be returned.

CYLINDERS: All cylinders covered by this agreement shall be marked at the time they are filled with legible labels identifying the contents of said cylinders. I agree not to use any cylinders that are not so marked when received, but shall return said cylinders to MHM. Rented cylinders, fittings, and caps covered by this agreement are leased, not sold, and are to be returned to MHM in good condition and repair. I agree to pay rental charges to MHM at MHM's standard published rate for the cylinders, fittings, and caps. I shall be responsible for damage to



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and loss of cylinders, fittings, and caps from the time of acceptance or delivery of these cylinders, fittings, and caps until return to MHM. MHM, to which such cylinders, fittings, and caps are returned, shall be the sole judge of whether the cylinders, fittings and caps are damaged and whether or not such damage can be repaired. If purchasing cylinders, I will be responsible for the cost of a five or ten year DOT required retest of cylinder (use latest date stamped on the cylinder) depending on the gas & type of cylinder used. This period of time will begin at the time of purchase. The cost of this retest will be determined by the current cost at the time of retest.

WARRANTY/LIMITS OF LIABILITY: MHM provides the following warranty on new/used equipment: For the length of the manufacturer warranty (or 60 days if the manufacturer's warranty has expired) in the event of malfunction or defect of new or used equipment purchased through MHM, we can replace the item with a rental until the original item has been repaired, at a to - be - determined discounted rate. This warranty, however, DOES NOT include any shipping charges or pick - up or exchange at the customer residence. That option can be performed by MHM during our normal business hours at an additional round trip fee (if in our service area), of which payment will be the customer's responsibility and will be collected upon completion of the repair and delivered to your residence. If an analysis by a qualified MHM Representative shows that the defect or malfunction occurred due to negligence, accident, improper operation, or modification without the expressed written consent of the manufacturer, the warranty of this item will be void, and the customer will be liable for the cost of the analysis and the cost of any repairs needed. After the warranty expires, MHM may continue to handle any problems that may occur with this item, and the customer will



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be liable for the cost of analysis and any repairs needed.

THERE ARE NO WARRANTIES OF MERCHANTABILITY OF FITNESS, EITHER EXPRESSED OR IMPLIED. There is no warranty that the equipment is suited for customer's intended use, or that it is free from defects. MISCELLANEOUS: Accounts are due and payable at the time of delivery or rental month anniversary date. A \$15.00 late fee will be charged to every past due invoice. (Note: not applicable for Insurance Balances) I agree to pay all reasonable collection, attorney's and court fees and other expenses involved in the collection of charges or enforcement of MHM's rights. I will notify MHM in writing of any change in my domicile or mailing address.

BY SIGNING THE FRONT OF THIS DOCUMENT I HEREBY CERTIFY THAT:

1. I have read or have had this document read to me, and I understand its contents and intents.
2. I am the patient or am duly authorized to execute this agreement and accept its terms on behalf of the patient.
3. I have received and inspected the equipment and found it complete and in good working order without defects.
4. I have received orientation for the service, safe operation, and maintenance as appropriate.
5. I have received (as applicable) and been given an opportunity to read a copy of the Patient's Bill of Rights/Responsibilities; Medicare Supplier Standards; MHM Collection Policy; Advanced Directive Policy; Policy on Practices on or before the date of delivery of the equipment referenced in this document.