

## SuperCare Health Terms and Conditions

1. **DEFINITIONS.** “Customer” means any patient, person, or entity listed under “Responsible party.” “Ship To” and/or “Attendant” includes the user of the equipment.
2. **INSPECTION & ACCEPTANCE OF EQUIPMENT.** Customer agrees that equipment has been received and fully inspected and is complete and in good working condition without defects. I agree that all returns, if not prohibited by law, may be subject to a minimum (20) percent restocking fee, to be deducted from any refund. Such items include surgical hosiery and orthopedic braces and supports and products used for personal hygiene.
3. **INSURANCE COVERAGE.** Customer agrees to notify SuperCare Health immediately under any of the following conditions:
  - a. Any CHANGE IN INSURANCE and/or insurance coverage benefits.
  - b. Any time Customer is HOSPITALIZED or admitted into a skilled or intermediate CARE FACILITY.
  - c. Any time the Customer no longer is using the rental equipment and it needs to be returned to SuperCare Health.
  - d. Any change in Customer’s Physical or MAILING ADDRESS. These conditions will affect SuperCare Health’s ability to continue service and receive payment for services rendered. I agree to be responsible for payment if any of the above situations occur, unless prearranged with SuperCare Health in writing.
4. **TITLE AND SECURITY INTEREST.** Title to rental equipment remains with SuperCare Health and Customers shall not remove or alter any identification on the equipment. Customer SHALL NOT, in any way, attempt to TRANSFER EQUIPMENT to a location other than the Customer’s address or residence as noted on this invoice, without explicit approval of SuperCare Health. Customer agrees not to sell, trade or transfer the equipment to other individuals as the equipment was prescribed by my physician for my use only. The sale of these types of equipment is prohibited by law. Customer hereby grants a security interest to SuperCare Health in purchased equipment for amounts not paid upon receipt, and agrees that title shall remain with SuperCare Health until all amounts due to SuperCare Health have been fully paid. Upon request, Customer shall execute and deliver such documents as SuperCare Health deems advisable to receive payment, including but not limited to insurance cards, Medicaid, Medi-Cal cards, and signed assignment of benefits. Customer agrees that if after reasonable notice, Customer fails to pay any charge due SuperCare Health may, in addition to all other remedies which may be available to SuperCare Health, peaceably repossess the equipment without legal process.
5. **MY FINANCIAL RESPONSIBILITIES.** I am obligated to personally pay, in full, the difference between the amounts my government benefit or insurance coverage pays and what the Company can lawfully charge for the equipment, supplies and/or services furnished to me. In the event the Company notifies me that the Company’s claim for payment on my behalf was refused by a third party payer for any reason other than the Company’s failure to comply with any applicable law, regulation or insurance contract (including, but not limited to, my failure to qualify for the

equipment, supplies, or service, lack of coverage by my insurance payer, or my failure to provide complete and accurate information needed to bill the payer), then I will submit full payment for the equipment, supplies or services to the Company within 30 days after submission of a statement billing me for the same.

- a. **MEDICARE, MEDICAID, MEDI-CAL BENEFICIARIES/DEDUCTIBLES AND COPAYMENTS.** If the Company is entitled to reimbursement for the equipment, supplies and/or services under the Medicare or Medicaid program, I acknowledge and agree that I am responsible for all deductibles and coinsurance amounts required by those programs. I further agree that I am obligated to make my deductible and/or coinsurance payment to the Company within 30 days after submission of a statement to me for the same. Should I fail to remit payment within 120 days, then the obligation will be deemed in default.
  - b. **PRIVATE HEALTH INSURANCE/DEDUCTIBLES AND COPAYMENTS.** Deductibles and coinsurance payments under private third party contracts generally will be due at or before furnishing of the equipment, supplies or services. In the event Company does not collect these payments up front, I agree that I will be obligated to make all such deductible or coinsurance payments within 30 days after submission of a statement to me for the same. Should I fail to remit payment within 120 days, then the obligation will be deemed in default.
  - c. **MY OTHER RESPONSIBILITIES WHEN RENTING OR BUYING MEDICAL EQUIPMENT.**
    - i. All equipment rented under this Agreement shall remain the Company's property. I will return rented equipment in the same condition it was in when I received it, subject to normal wear and tear. I understand that title to any equipment sold to me does not pass until the Company has received payment in full.
    - ii. I will promptly notify the Company if my address changes or if I no longer need my rental equipment. I will also promptly notify the Company if I am admitted to a nursing home or hospice facility.
    - iii. I agree to notify the Company immediately of any equipment malfunction or defect. The Company is not responsible for any damages or injuries which might have been prevented had I promptly notified the Company of a malfunction or defect.
    - iv. I agree to provide a valid credit card and authorize SuperCare to charge that card if there are amounts owed by me to purchase the equipment, pay for damage to the equipment that are not the result of ordinary wear and tear, and to pay the remaining value of the equipment if it is lost or stolen.
6. **OTHER PAYMENT PROVISIONS.** Customer agrees to pay all invoices within 30 days of the statement date. Customers also agree to pay a late payment fee of \$20 and the greater of the maximum lawful interest or 1 1/2% per month on invoices overdue by more than 60 days from the invoice date. In the event that SuperCare Health prevails in any action or proceedings to enforce its rights hereunder, Customer shall pay all SuperCare Health's reasonable expenses including attorneys' fees, collection fees, and court costs.
7. **PROVISIONS APPLICABLE TO RENTALS.** Customer agrees to operate the equipment only in a reasonable manner consistent with the use for which the equipment was designed. Customer IS RESPONSIBLE FOR THE EQUIPMENT and shall be liable for all damages resulting from its misuse, loss, damage, or theft. The equipment shall be returned to SuperCare Health in the same condition it was delivered, reasonable wear and tear expected. If the equipment becomes

inoperative or if a defect is discovered, Customer shall notify SuperCare Health immediately. Customers shall not attempt to make any repairs. Customers shall pay for misused, lost, damaged, or stolen equipment at the retail cost thereof.

8. **WARRANTY LIMITATION.** All equipment is manufactured by a third-party manufacturer, and not by SuperCare Health. Equipment may contain a warranty from the manufacturer. If the manufacturer provides such a warranty, SuperCare Health will make a copy available to Customer upon request, except as may be expressly provided in a warranty given to Customer at the time of sale. SUPERCARE HEALTH MAKES NO EXPRESS WARRANTIES WHATSOEVER WITH RESPECT TO THE EQUIPMENT. All implied warranties, including merchantability or fitness for a particular purpose, are disclaimed. If a warranty is given to the Customer, it is limited to the period described in such warranty. Customer ACKNOWLEDGES RECEIPT OF THE EQUIPMENT "AS IS" WITHOUT ANY WARRANTIES EXPRESSED OR IMPLIED, ON THE PART OF SUPERCARE HEALTH, EXCEPT AS OTHERWISE PROVIDED.
9. **LIMITS OF LIABILITY.** Customers will use the equipment as directed including safety requirements as instructed upon delivery of the equipment. Customer agrees to be solely responsible for all damage and liability arising out of use or misuse of the equipment except when resulting from SuperCare Health's negligence or defect in the equipment. SUPERCARE HEALTH'S LIABILITY, INCLUDING FOR THE NEGLIGENCE OF SUPERCARE HEALTH OR A DEFECT IN THE EQUIPMENT, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OR ALLOWED RENTAL AMOUNT FOR THE INDIVIDUAL PIECE OF EQUIPMENT. Customer'S REMEDY IS LIMITED TO REFUND OR AMOUNTS PAID, OR REPAIR OR REPLACEMENT OF THE EQUIPMENT. SUPERCARE HEALTH SHALL NOT BE LIABLE FOR ANY OTHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES FOR ANY REASON WHATSOEVER.
10. **VENUE.** Customer agrees to submit to the jurisdiction of a court of competent jurisdiction in the County of Los Angeles, State of California for all disputes which may arise in this agreement.
11. **ASSIGNMENT OF BENEFITS.** I authorize SuperCare Health to submit claims on my behalf and hereby assign to SuperCare Health all health plan benefit payments to which I am entitled to receive for medical equipment and supplies furnished to me by SuperCare Health.
12. **WAIVER OF REFUSAL.** I fully understand that I am within my legal right to refuse the release of my personal and medical records, and that by signing this document I have waived that right.
13. **CONSENT FOR PURPOSES OF TREATMENT, PAYMENTS AND HEALTH CARE OPERATIONS.** By signing the front of this document, the patient consents to the use or disclosure of their protected health information by SuperCare Health for the purpose of diagnosing or providing treatment to them, obtaining payment for their health care bills. The patient understands that their diagnosis or treatment by SuperCare Health may be continued upon their consent as evidenced by their signature in the front of this form. The patient understands that they have the right to request restrictions as to how their protected health information is used or disclosed to carry out treatment, payment or health care operations of the facility. SuperCare Health is not required to agree to the restrictions that the patient may request. However, if SuperCare Health agrees to a restriction that the patient requests, the restriction is binding on SuperCare Health. The patient has the right to revoke this consent, in writing, at any time, except to the extent that SuperCare



Health has taken action in reliance on this consent. The patient understands that they have a right to review SuperCare Health's Notice of Privacy Practice (NOPP) provided in their patient handbook prior to signing the front of this document. The NOPP describes the types of uses and disclosures of patient's protected health information that will occur in their treatment, payment of their bills or in the performance of health care operations of SuperCare Health. The NOPP for SuperCare Health is also posted in SuperCare Health's office, and on the SuperCare Health web site at [supercarehealth.com](http://supercarehealth.com). SuperCare Health reserves the right to change the privacy practices that are described in the NOPP. The NOPP also describes the patient's rights and the duties of SuperCare Health with respect to the patient's protected health information. The patient may obtain a revised NOPP by accessing the SuperCare Health's web site, calling the office and requesting a revised copy be sent in the mail or asking for one at the time of next appointment or visit to the facility.

This Agreement represents the entire agreement between parties and supersedes all prior oral and/or written agreements and representations. No waiver or modification or any of the provisions hereof shall be binding on SuperCare Health unless in writing and signed by an officer of SuperCare Health. If any provisions hereof are held to be void or unenforceable by a court of competent jurisdiction, the other provisions shall remain in full force and effect.

This Agreement shall be binding on Customer's heirs, representatives and assigns.

If you have any questions regarding the Agreement, or would like to review this document in larger print, go to our website at: [supercarehealth.com/termsconditions](http://supercarehealth.com/termsconditions) or call (626) 380-1663.