

PATIENT CONSENT FORM

HIPAA

I consent to the use and disclosure of my Protected Health Information (PHI) by RespirTech and its affiliates. This information will be used for device/equipment payment and communications with insurance and healthcare teams relating to my product(s) purchase from RespirTech. This information can be disseminated to RespirTech and patient's insurance carrier. I understand that I have given permission for my PHI to be disclosed to RespirTech in order for the company to secure payment for my purchase. I acknowledge that the Notice of Privacy Practices that outlines my rights and responsibilities under HIPAA is located in the Instruction Manual as well as on the company website at www.respirtech.com. I understand that I may contact the RespirTech Privacy Official at privacyofficial@respirtech.com if I have any concerns about my PHI.

Customer/Patient Support

RespirTech's office hours are 8:00am to 5:00pm central standard time, Monday through Friday. The 24 hour toll free office number is 1-800-793-1261. I agree to assist RespirTech in securing authorization and payment for my product purchase. I understand that I may call the number above if there are any questions regarding my purchase, insurance payments to RespirTech or my financial obligations. I agree to be available whenever possible to answer any questions that RespirTech may have regarding my treatment plan, compliance, or financial responsibilities.

Assignment of Payment

I authorize RespirTech to receive any/all payments and/or disbursements related to my purchase of their product(s) from my insurance carrier. I direct any payer to make payment on my behalf directly to RespirTech.

Customer Financial Responsibility

RespirTech will make every effort possible in getting complete reimbursement from insurance. In the event there are any amounts not covered including any applicable co-payments, taxes and deductions, it will be my responsibility. I understand that, 1). if I cannot make the necessary arrangements for any outstanding amount due, or, 2);. if my doctor discontinues the prescription for this equipment, or, 3); if RespirTech cannot secure payment for the product(s) due to my discontinuance of payments, I am responsible for returning the product(s) and all related accessories back to RespirTech.

Appeal Consent

If my insurance company denies payment for my product purchase, I authorize RespirTech to act as my representative in the appeal process. I understand that RespirTech makes absolutely no warranties or representations regarding the appeal process and/or its outcomes. In signing this Agreement, I understand that I have given RespirTech full authorization to begin the process on my behalf should one arise as a result of an insurance denial. I will agree to fully cooperate with representatives of RespirTech during the entire process including prompt return of phone calls or written requests, completion of documents or testimony. I understand RespirTech will not charge me for my appeal and that I may revoke my authorization of the process at any time.

Customer and RespirTech Compliance Responsibility

I understand that my insurance carrier may/will require compliance information from me and that RespirTech is required to obtain meter readings and compliance information from me at required intervals. I agree to respond to RespirTech's requests for this information in a timely manner as well as information requested during the appeals process, if any. I understand that failure to provide this information may result in my loss of the product(s) for failure to comply. If at any time the customer believes that RespirTech is not within compliance of Medicare requirements, they may call the Compliance Officer at RespirTech at 651-379-8960 to report suspected billing abuse or fraud, or contact the Federal Department of Health & Human Services at 1-800-447-8477.

Additional Terms and Conditions

It is understood and agreed that this agreement shall be binding upon the successors, assigns, heirs, and legal representatives of the customer. This writing constitutes the entire agreement between the parties hereto, and no change or modification may be made herein unless the same shall be in writing duly executed by both the Purchaser and RespirTech. Except as otherwise stated above, the terms and conditions set forth herein shall prevail over and supersede any terms and conditions contained in any of the Purchaser's orders or other documents relating to purchase of the product(s).

It is agreed that all matters and issues arising under this contract shall be construed and decided in accordance with the laws of the State of Minnesota and that the federal and state courts of the State of Minnesota shall have exclusive jurisdiction over the subject matter hereof.

Return Policy

In the event that any product purchase needs to be returned to RespirTech, the customer will call the toll free number at 1-800-793-1261 for return instructions and any assistance he/she may require.

Patient: _____ Date: _____
 Print Name Signature

Parent/
 Guardian: _____ Date: _____
 Print Name Signature