

ACCREDITO PATIENT CONSENT AND AGREEMENT FOR HEALTHCARE PRODUCTS AND SERVICES

Please fax completed form to the Xolair team at 1.866.531.1025.

1. Consent, Terms of Agreement

The undersigned Patient (or if the Patient is a minor, the parent(s) of Patient) or the legal guardian of Patient, hereby requests that the Accredo Health Group, Inc. family of companies (all companies owned or managed by Accredo Health, Inc.) (collectively "Accredo") furnish healthcare products and services for Patient. This arrangement may be canceled by Accredo or the patient, upon written notice to the other.

2. Release and Authorization

I authorize patient's doctor and other current healthcare providers to furnish to Accredo all records requested by Accredo that pertain to the services and medications patient will receive from Accredo. I authorize payor(s) to furnish to Accredo and/or its agents, all information pertaining to Patient's benefits, including but not limited to charges applied toward and balances remaining on lifetime and/or annual maximums/limits, and the status of claims submitted by Accredo. I grant Accredo, during the course of Patient's therapy and for one year after the end of therapy with Accredo, permission to contact Patient regarding therapy options, available Accredo services, reimbursement assistance, and support group opportunities and I understand that Patient may revoke this permission in writing to Accredo.

I authorize Accredo to release Patient's medical and payment information as permitted under the federal Health Insurance Portability and Accountability Act (HIPAA).

If Patient's medication will be sent to and administered at a doctor's office, I authorize Patient's doctor to accept and sign for delivery of such medication from Accredo on Patient's behalf.

3. Assignment of Payor Benefits

I authorize payor proceeds (insurance, Medicaid, Medicare, and others) reimbursing for products or services provided for Patient by Accredo be paid directly to Accredo, and hereby assign to Accredo, with recourse, all interest in, and rights to claim, collect, and receive, said proceeds from any payor providing coverage for these products and services. And, I hereby agree to immediately forward to Accredo any and all checks/payments received by Patient or me from payors reimbursing for services provided by Accredo.

Section Four does NOT apply to patients covered by government payors (such as Medicaid) except for co-pays, deductibles, and spend-down amounts. Section Four does not apply to patients whose payors do not require co-pays or deductibles.

4. Financial Responsibility Acknowledgement

Accredo has no responsibility to do so, but at my request will attempt to assist in determining whether insurance coverage exists. If Patient has no coverage for the prescribed products or services, or if Patient's payor or financial assistance program, for any reason, fails to pay, the undersigned acknowledges and accepts full financial responsibility for all incurred charges. Tennessee law shall govern this payment obligation and no matter where Patient resides, venue and jurisdiction for issues related to payment shall be in the courts of Shelby County, Tennessee.

5. Receipt of Forms

Checked items have been sent to Patient. My signature at the bottom of this form acknowledges that I have received all items for which there is a checkmark:

- Notice of Privacy Practices.
- Notice of Rights and Responsibilities.
- (Nursing Only) Rights and Responsibility Addendum specific to the state of _____.
- Notice Medicare Supplier Standards.
- (Nursing Only) Advanced Directive information specific to the state of _____, which I have reviewed.

I have prepared an Advance Directive regarding healthcare.

- Yes No

6. Equipment

I agree that if a pump or pole is part of Patient's therapy then (a) all leased, loaned, or rented pumps and poles furnished by Accredo remain the property of Accredo, (b) the pumps shall be used per the manufacturer guidelines and returned to Accredo in good condition within ten days after completion of therapy, or cessation of services from Accredo, and (c) I am responsible for the replacement cost of lost, stolen and damaged pumps.

7. Personal Representative

I authorize Accredo to disclose and provide to the Patient's personal representative(s), identified below, all or any part of Patient's protected health information. (If we are to share Patient's health information with Patient's spouse, please print his/her name below.)

Representative Name: _____

Relationship: _____ Zip code: _____

Phone number: _____ - _____ - _____

Representative Name: _____

Relationship: _____ Zip code: _____

Phone number: _____ - _____ - _____

8. Signature

I recognize that Accredo will provide products and services to Patient in reliance upon the above statements.

Signature of Patient, Parent, Legal Guardian or Guarantor

Legibly printed or typed name of Patient, Parent, Guardian or Guarantor

Relationship to Patient : _____

Date _____

MEDICARE PART B SUPPLIER STANDARDS

Medicare regulations have defined standards that a supplier must meet to receive and maintain a supplier number. These standards, listed below, can be found on the NSC web site (www.PalmettoGBA.com, under “Other Medicare Providers”) or requested from the NSC Service Center Line at (866) 238-9652. The list below is an abbreviated version of the standards every Medicare DMEPOS supplier must meet in order to obtain and retain billing privileges. These standards, in their entirety, are listed in 42 C.F.R. pt. 424, sec 424.57 (c).

1. A supplier must be in compliance with all applicable federal and state licensure and regulatory requirements.
2. A supplier must provide complete and accurate information on the DMEPOS supplier application. Any changes to this information must be reported to the National Supplier Clearinghouse within thirty (30) days.
3. An authorized individual (one whose signature is binding) must sign the application for billing privileges.
4. A supplier must fill orders from its own inventory, or contract with others for the purchase of items necessary to fill the order. A supplier may not contract with any entity that is currently excluded from any federal or state health care program.
5. A supplier must advise beneficiaries that they may rent or purchase inexpensive or routinely purchased durable medical equipment, and of the purchase option for capped rental equipment.
6. A supplier must notify beneficiaries of warranty coverage, honor all warranties under applicable law, and repair or replace free of charge Medicare covered items that are under warranty.
7. A supplier must maintain a physical facility on an appropriate site.
8. A supplier must permit CMS or its agents to conduct on-site inspections to ascertain the supplier's compliance with these standards. The supplier location must be accessible to beneficiaries during reasonable business hours, maintain a visible sign, and post hours of operation.
9. A supplier must maintain a primary business telephone listed under the name of the business in a local directory or a toll free number available through directory assistance. The exclusive use of a beeper, answering machine or cell phone is prohibited.
10. A supplier must have comprehensive liability insurance of at least \$300,000 that covers both the supplier's place of business and all customers and employees of the supplier. If the supplier manufactures its own items, this insurance must also cover product liability and completed operations.
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, proof of delivery and must instruct beneficiaries on use of Medicare covered items.
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 it was fitted and rented or sold) from beneficiaries.
16. A supplier must disclose these supplier standards to each beneficiary to whom it supplies a Medicare-covered item.
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, reassign, sell or allow another entity to use its Medicare billing number.
19. A supplier must have a complaint resolution protocol to address beneficiary complaints related to these standards. A record of complaints must be maintained at the facility.
20. Complaint records must include: name, address, telephone number and health insurance claim number of the beneficiary, a summary of the complaint, and actions taken to resolve it.
21. A supplier must agree to furnish CMS any information required by the Medicare statute and implementing regulations.