

HOME MEDICAL EQUIPMENT PLACEMENT AGREEMENT

Home Medical Equipment ("HME") Placement Agreement dated _____ between Acelleron ("Supplier") and _____ ("Facility").

BACKGROUND

- A. Supplier is in the business of providing HME and supplies ("HME").
- B. Facility is made up of licensed Prescribing Provider(s) whose patients sometimes require HME.
- C. Supplier and Facility wish to enter into this agreement to provide convenient access to HME for Facility's patients who choose to receive HME from Supplier.

TERMS

1. **Placement of Inventory**

Supplier will deliver to Facility the HME listed on Exhibit A ("Initial Inventory"). Supplier will replace items distributed from the inventory from time to time. Supplier may increase, decrease or change the quantity or kinds of HME in the inventory as Supplier deems appropriate, considering Facility's preferences and usage patterns. Facility will provide suitable storage space for the inventory and will permit Supplier reasonable access to such storage space for purposes of verifying and replacing inventory, as reasonably necessary to carry out the purposes of this agreement.

2. **Ownership of Inventory**

Title to the inventory will remain with Supplier, and Facility will have no ownership interest in the Inventory. Facility will use reasonable care to prevent loss of or damage to the inventory. If any portion of the Inventory is lost or damaged due to theft, fire or casualty, Facility will promptly notify Supplier and will cooperate as reasonably requested by Supplier in connection with any insurance claim filed by Supplier resulting from such theft, fire, or casualty.

3. **Patient Freedom of Choice**

When Facility prescribes HME for a patient, Facility will explain to the patient or the patient's parent or guardian that he or she may choose to obtain HME from any supplier of his or her choice.

4. **Distribution of HME**

If the patient, parent or guardian chooses to obtain HME from Supplier, the Facility will provide HME from the Inventory. Facility will notify Supplier of the provision of HME to the patient and

will provide the patient's name and insurance information to Supplier, together with a written order and such other documentation as Supplier may reasonably request for the purpose of billing for the HME. Facility will not distribute HME to any person other than to a patient, parent or guardian who has chosen to receive HME from Supplier. Facility will not use the HME to provide any service at Facility or make any other use of the HME or permit any other person to make any other use of the HME, other than as expressly set forth in this agreement. Supplier may verify the Inventory from time to time as Supplier reasonably deems necessary.

5. **Training**

All patient training on use of the HME will be the responsibility of the Facility and/or his/her staff.

6. **Billing**

Supplier will bill and collect for its own account all charges to patients and third-party payors for HME distributed from the Inventory by Facility. Facility will cooperate as reasonably requested by Supplier in obtaining and providing documentation required to support claims for payment for such HME.

7. **No Payments**

Neither Supplier nor Facility will make any payment to the other in connection with the arrangements described in this agreement.

8. **Terms and Termination**

This agreement will be effective as of the date in the first paragraph and will continue in effect for a term of one year. This agreement will be automatically renewed for successive one-year terms thereafter unless either party gives notice of nonrenewal at least thirty days before the end of the then-current term. Either party may terminate this agreement at any time, with or without cause, by giving thirty days prior written notice to the other party. Either party may terminate this agreement immediately if any law, regulation or decision of a court or administrative body, or any official interpretation thereof, causes this agreement to be in violation of any applicable law, regulation, or policy. Supplier will verify the remaining Inventory and will remove the Inventory from Facility within ten days after expiration or termination of this agreement.

9. **Severability**

In the event that any paragraph or paragraphs of this Agreement are found, adjudicated or otherwise deemed to be, for any reason, unenforceable, the remainder of the Agreement shall remain in effect and full force, despite and notwithstanding the unenforceability of any other provision(s).

10. **Miscellaneous**

(a) **Assignment Parties Bound**: This agreement may not be assigned by either party without the prior written consent of the other party. Subject to the foregoing, this agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

(b) **Amendment**: This agreement may be amended only by written consent of both parties.

(c) No Waiver: The waiver by either party of any breach or violation of any provision of this agreement will not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or any other provision hereof.

(d) Entire Agreement: This agreement constitutes the entire agreement between Supplier and Prescribing Provider concerning its subject matter, and supersedes all prior and contemporaneous agreements and understandings, express or implied, oral, or written.

(e) Interpretation: This agreement will be deemed to have been made in Massachusetts and will be governed by and construed in accordance with the state law. The section headings in this agreement are for convenience only and will not affect its interpretation.

(f) Notices: Any notice or other communication by either party to the other will be in writing and will be deemed to have been given when hand delivered, sent by nationally recognized overnight delivery service, or mailed, via postage prepaid, registered, or certified mail, addressed as follows:

Supplier Address: Acelleron
21High Street, Suite 303
North Andover, MA 01845

Facility Address:

or to such other address as either party may designate by notice pursuant to this section.

IN WITNESS WHEREOF, Supplier and Facility have executed this Agreement effective as of the day and year first above written.

Acelleron

Signature: _____

Print Name: _____

Prescribing Provider or Authorized Personnel

Signature: _____

Print Name: _____

Exhibit A

INITIAL INVENTORY

Product	Manufacturer	Model #	Initial Inventory

CONTACT INFORMATION

Main Contact Name:

Main Contact Email:

Main Contact Phone:

Nurse Manager Name:

Nurse Manager Email:

Nurse Manager Phone:

Office Manager Name:

Office Manager Email:

Office Manager Phone:

Primary Fax Number:

Facility Training Checklist

Clinic Name: _____

- 1. Completed HME Placement Agreement Initial: _____
- 2. Business Associate Agreement (if office requires) Initial: _____
- 3. Paperwork Initial: _____
 - a. Purchase Agreement (Patient Info, Script, and Proof of Delivery)
 - b. Prescription (MA only)
 - c. Delivery Ticket (MA only)
 - d. Patient Information Guide
 - e. Patient Demographics
 - f. Clinical Visit/F2F note supporting need for nebulizer
 - g. Place originals in folder or mail back to Acelleron

- 4. Review Products Initial: _____
 - a. Neb Compressor
 - b. Neb Cup and Tubing Kits (2)
 - c. Neb Mask

- 5. Nebulizer Compressor Kit Training Initial: _____
 - a. Assembly of System
 - b. Proper Use and Maintenance
 - i. Compressor
 - ii. Disposable Cup and Tubing
 - iii. Reusable Cup and Tubing
 - iv. Filter
 - c. Safety and Storage
 - d. Cleaning and Disinfecting
 - e. Warranty

- 6. Additional Information Initial: _____
 - a. Troubleshooting/RMA
 - b. Return Demonstration
 - c. Acelleron.com/knowledge
 - d. Acelleron.com/providerportal
 - e. Account Manager Visit: Inventory count and paperwork collection

Acelleron

Trainer Name: _____

Trainer Signature: _____ Date: _____

Facility

Attendee Name: _____

Attendee Signature: _____ Date: _____