



## Equipment Lease Agreement And Disclosures Document

THIS EQUIPMENT LEASE AGREEMENT (“Lease”) is made and effective by clicking on the “Confirm Order” button, by and between Bili Blanket Baby, LLC, (“Lessor”) and current user (“Lessee”). By clicking on the “Confirm Order” button, Lessee agrees to be bound by these Terms and Conditions, whether or not Lessee has read them. Lessor may at its sole discretion modify these Terms and Conditions at any time and any modifications shall become effective immediately as posted on this site. By clicking on the “Confirm Order” button, Lessee indicates acceptance of the modified Terms and Conditions.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

**1. Lease.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described equipment (the “Equipment”): Philips Respironics BiliTx Phototherapy Light Unit or GE Healthcare BiliSoft, (both referred to as “Bili Blanket”)

**2. Term.** The term of this Lease shall commence on the day the Equipment is picked up by the Lessee or delivered to the address specified by the Lessee, and expire on the last day of the rental, and includes every calendar day that the Lessee is in possession of the equipment. For example, if the Equipment is picked up at 5:00 PM on Tuesday and returned at 10:00AM on Friday, the lease term is 4 days (Tuesday, Wednesday, Thursday and Friday).

The Equipment must be returned to Bili Blanket Baby, LLC during the posted business hours (8am-8pm, 7 days a week) on the last day of the rental by

- 1) Lessee arranging a pickup from their specified address (only available in some areas) OR
- 2) Lessee dropping it off at the primary business address of 4450 Arapahoe Ave, Suite 100, Boulder, CO 80303, unless a different drop off location is designated. (Drop offs may be available at other locations depending on day and time, arrangements can be made by contacting Bili Blanket Baby, LLC at 877-593-2454).

3) Lessee may use designated shipping materials provided by Bili Blanket Baby to ship back to Bili Blanket Baby (e.g. FedEx label, UPS label, USPS label and box and/or box) at primary business address. The cost is \$19.95 for these services.

Until the Equipment is returned and shows up in Lessor's possession or is tracking in a confirmed shipped status on USPS, UPS, or FedEx tracking systems, Lessee will be held liable for applicable additional rental days or replacement costs. The Lessee is responsible for handing the package(s) to the Lessor or an authorized representative, such as the delivery driver or USPS mail clerk, in person. Dropping the package(s) off at un-staffed facility or leaving it outside of the Lessee's or Lessor's premises un-attended DOES NOT constitute a safe return of Bili Blanket Baby, LLC property and constitutes a violation of the terms of the Lease. Any loss occurred at the above listed unauthorized facilities will be entirely the responsibility of the Lessee. Any loss will be calculated at full retail value plus any resulting loss of use charges. A "Stop Order" MUST be faxed or emailed by the patient's pediatrician prior to the return of the equipment. Without the "Stop Order" the equipment can be returned with a completed and signed Against Medical Advice (AMA) form by the Lessee. If the Lessee returns the equipment without the "Stop Order" and completed and signed AMA form, the Lessee hereby acknowledges and agrees to the AMA terms below:

**REQUEST FOR PRODUCT/EQUIPMENT RETURN AGAINST MEDICAL ADVICE**

I, hereby request that the products/equipment listed below be returned to Bili Blanket Baby, LLC.

I understand that I am making this request against the medical advice of my child's physician or in absence of proper written documentation from the physician when a physician gave me as guardian verbal instructions to discontinue treatment, and I further agree that I am acting upon my own volition, without any influence or coercion from Bili Blanket Baby, LLC, its agents, employees, owners and/or subsidiaries.

Furthermore, I understand that by discontinuing the use of the products/equipment listed below, that I maybe putting my or my child's health, welfare and/or safety at risk and agree to hold Bili Blanket Baby, LLC harmless for any resultant adverse occurrences.

The products/equipment that I am requesting to be returned to Bili Blanket Baby, LLC are as follows:

**Philips BiliTx or GE BiliSoft Phototherapy Unit (Bili Blanket)**

**3. Delivery** Delivery is an optional service provided to the Lessee for most product rentals. Cost for delivery is based on mileage and is determined by the courier company operating in Lessee's geographical area. If delivery is specified, Lessee is responsible for the payment for the delivery of the Equipment to Lessee's premises and back to Bili Blanket Baby, LLC unless prior exceptions were explicitly discussed in advance. Typical delivery time frame is within 4 hours of the commencement of the Lease, weather and traffic conditions permitting. Lessor does not deliver outside of business hours, which means delivery Leases must commence at least 4 hours prior to the posted closing hours.

Lessor cannot guarantee when an order will arrive. Consider any transit time offered by Bili Blanket Baby, LLC or other parties only as an estimate. Lessee is encouraged to order in a timely fashion to avoid delays caused by weather, traffic and other driving conditions.

Any orders delivered with a return shipping label and/or box for USPS or UPS or FedEx returns will be charged \$19.95 for return shipping fees unless explicitly discussed at the onset of the rental.

Both the outbound (from Lessor to Lessee's premises) and inbound (from Lessee back to Lessor) delivery charges for the order will be paid in full to the Lessor at the end of the rental period as part of the final bill. Use of shipping or delivery methods other than those arranged for or specified by the Lessor constitutes a violation of these terms. Said violation may result in the application of penalties/late fees as applicable.

**4. Rent.** The rent shall be paid in full on the last day of the lease, at the time the Equipment is returned. The rent for the Equipment requires an advanced \$395 authorization/hold with a major credit card provided by the Lessee. The current daily rental rate is \$85.00/day.

**5. Cancellations.** Cancellations are made by contacting us via phone or e-mail and are subject to the following terms:

Cancellation of pending reservation: Lessee can cancel within 2 hours of signing the Lease with no fees, as long as order has not left for delivery. Failure to do so will result in a 1 day rental charged to your card. Canceling an en-route delivery order will result in the full delivery charge in addition to the 1 day rental charged to your card.

**6. Use.** Lessee shall use the Equipment in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use, or maintenance of the Equipment. Lessor is in no

way responsible for Lessee's use of the Equipment and shall be indemnified by Lessee for any legal action resulting from Lessee's use of the Equipment, as explained in Sections 16 and 17 below.

**7. Right to Lease.** Lessor warrants that Lessor has the right to lease the Equipment, as provided in this Lease.

**8. Order Acceptance Policy.** Your receipt of an electronic or other form of order confirmation does not signify Lessor's acceptance of Lessee's order, nor does it constitute confirmation of Lessor's offer to rent. Bili Blanket Baby, LLC reserves the right at any time after receipt of Lessee's order to accept or decline Lessee's order for any reason.

**9. Ownership.** The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.

**10. Repairs.** Lessor shall keep the Equipment in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required to keep the Equipment in good mechanical working order. Lessee shall not in any way repair or materially alter the physical or otherwise makeup of the Equipment.

**11. Lost, Damaged, or Unreturned Equipment.** Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause. No loss or damage to the Equipment or any part thereof shall impair any obligation of Lessee under this Lease which shall continue in full force and effect through the term of the Lease. Lessor shall not be responsible for loss or damage to property, material, or equipment belonging to Lessee, its agents, employees, suppliers, or anyone directly or indirectly employed by Lessee while said material property, or equipment is in Lessee's care, custody, control or under Lessee's physical control. Lessee is encouraged to obtain appropriate equipment, material, or installation floater insurance against such risk of loss. Lessee and its insurers waive all rights of subrogation against Lessor for such losses.

In the event of damage of any kind to the Equipment, Lessee agrees to allow Lessor to charge Lessee's credit card for the full cost of repair of said damaged Equipment. Lessor expressly reserves the right to choose the repair method and venue, within reasonable market value terms. Lessee and Lessor agree to be bound, legally and otherwise, by the report of Lessor's chosen repair venue as to the cause of the damage to the Equipment. Lessee will also allow Lessor to charge Lessee's credit card for loss of use fees. Loss of use fees are the equivalent to an extension rate for the duration the equipment.

In the event of Equipment becoming damaged beyond repair, Lessee shall pay for a full replacement and shall not be entitled to ownership of the damaged Equipment.

In the unlikely event that the Equipment appears damaged when Lessee receives Equipment via delivery, Lessee must notify Lessor immediately within two hours of receiving the delivery. Upon notification of suspected damage resulting from delivery of the Equipment, Lessor will send Equipment to the manufacturer or certified repair facility for inspection and repair. Lessee and Lessor agree to be bound, legally and otherwise, by the report of manufacturer. Unless Lessee within said period of time gives written notice to Lessor, specifying any defect in or other proper objection to the equipment, Lessee agrees that it shall be conclusively presumed, as between Lessor and Lessee, that Lessee has fully inspected and acknowledged that the equipment is in full compliance with the terms of this agreement, in good condition and repair, and that Lessee is satisfied with and has accepted the equipment in such good condition and repair. Lessor shall have the right at any time to enter the premises occupied by the equipment and shall be given free access thereto and afforded necessary facilities for the purpose of inspection.

In the event of default, or a lost or unreturned item, Lessor reserves the right to pursue civil and criminal remedies against Lessee, including, but not limited to, taking immediate possession of the Equipment; obtaining, by Lessee's credit card or otherwise, from Lessee the cost of the full retail price of a comparable substitute of Equipment and late fees assessed prior to deeming the Lessee in default or the Equipment lost or unreturned; notifying a collections agency, which immediately results in additional attorneys' and collection fees being charged to Lessor; filing of criminal charges; employing "skip tracer," private investigator, or repossession agency to collect the Equipment or goods sufficient to repay the value of the Equipment; and/or pursue any and all legal remedies against Lessee. These remedies are not exclusive. In the event of litigation to recover any such damages, Lessee is held responsible for all legal fees and costs incurred by Lessor. Lessor is deemed to be in "default" under Section 19 herein if for any reason payment to Lessee is not delivered, is disputed, or is otherwise interrupted.

Equipment is deemed to be "lost" or "unreturned" when Lessee has failed to return rented Equipment to Lessor within seven (7) days of expiration of Term. If Lessee returns Equipment, in undamaged state, to Lessor within thirty (30) days of expiration of Term, the charge to Lessee's credit card for the price of a comparable substitute will be refunded to Lessee by Lessor and a late fee will be charged to Lessee's credit card. Late returns are subject to a fee

of one half of the daily rental price at time of rental, for each day the Equipment is late. Returning an item late without notifying us first may cause Loss of Use fees to be applied in addition to the late fees. The amount of the Loss of Use fees will be calculated on a case-by-case basis. After thirty (30) days, all sales are final.

The Lessor will not be held liable for any damage to the Lessee's own or personal equipment used in conjunction with the Lessor's Equipment.

**12. Out-of-Stock Products and Multiple Product Orders.** Lessor will deliver the product or make it ready for pickup as it becomes available. There may be times when the product Lessee ordered is out-of-stock which will delay fulfilling Lessee's order. Lessor makes no guarantees as to availability of Equipment. Any estimate of availability provided by Lessor is based on the assumption that each Bili Blanket Baby, LLC customer returns Equipment within the prescribed term period. Lessor will keep Lessee informed of any products that Lessee has ordered that are out-of-stock and unavailable for immediate pickup or delivery. If Equipment is out-of-stock or unavailable, Lessee may cancel the order at any time prior to shipping.

**13. Surrender.** Upon the expiration or earlier termination of this Lease, Lessee shall return the Equipment to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering the Equipment at Lessee's cost and expense via the shipping method of Lessor's choice. Ordinary wear and tear is to be determined at the discretion of the Lessor within the confines of the reasonably common and ordinary meanings of those terms. Lessee will be responsible for proper packaging of the return shipment using shipping and packaging materials as provided by Lessor in the order shipment.

Lessor's acceptance of the Equipment upon return by Lessee shall not represent Lessor's determination as to condition of Equipment upon return. Lessor reserves the right to accept Equipment upon return by Lessee and make determinations regarding the condition of the Equipment within a reasonable amount of time. Lessor's determination as to the condition of the Equipment upon return by Lessee is binding under this Section and Section 11 ("Lost, Damaged, or Unreturned Equipment.").

**14. Damage Waiver.** Bili Blanket Baby, LLC offers Lessee the option to purchase a damage waiver for a one time upfront fee of \$35.00 which covers unintentional damage to the Equipment during the Rental Period. The determination of whether damage is unintentional and not abuse is at the sole discretion of Bili Blanket Baby, LLC. In the event of damage covered by a damage waiver, the insured Lessee will pay Bili Blanket Baby, LLC a deductible amounting to 12% of the

value of an item in similar condition to the Equipment rented to Lessee. Valuation of the Equipment is within the sole discretion of Bili Blanket Baby, LLC. At this time, the typical replacement cost of the Equipment is approximately \$2,000 – \$3,000. A damage waiver does not cover lost or stolen items. A damage waiver does not cover water damage as that is considered to fall under the category of Lessee negligence. Also, any peripheral items in Lessee's rental are not covered including cables, carrying case, straps, etc. If Lessee loses and/or damages these items, Lessee will need to pay for them to be replaced even if Lessee purchases a damage waiver.

**15. Taxes.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee, or Lessor at Lessee's expense, shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, taxes arising out of receipts from use or operation of the Equipment, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, together with any penalties or interest thereon, imposed by any state, federal or local government or any agency, or department thereof, upon the Equipment or the purchase, use, operation or leasing of the Equipment or otherwise in any manner with respect thereto and whether or not the same shall be assessed against or in the name of Lessor or Lessee. However, Lessee shall not be required to pay or discharge any such tax or assessment so long as it shall, in good faith and by appropriate legal proceedings, contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of Lessor to the Equipment; provided, Lessee shall reimburse Lessor for any damages or expenses resulting from such failure to pay or discharge.

**16. Limitation of Liability.** THE CONTENTS OF THE BILI BLANKET BABY, LLC WEBSITE, AND THE EQUIPMENT LESSOR DELIVERS ARE PROVIDED "AS IS." LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, OF ANY KIND ABOUT EQUIPMENT'S ACCURACY OR FUNCTIONALITY. LESSOR ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE BILI BLANKET BABY, LLC WEBSITE, FOR ANY FAILURES, DELAYS, OR INTERRUPTIONS IN THE DELIVERY OF ANY CONTENT CONTAINED ON THE BILI BLANKET BABY, LLC WEBSITE, FOR ANY LOSSES OR DAMAGES ARISING FROM THE USE OF THE CONTENT PROVIDED ON THE BILI BLANKET BABY, LLC WEBSITE, OR FOR ANY CONDUCT BY USERS OF THE BILI BLANKET BABY, LLC WEBSITE. TO THE FULL EXTENT PERMISSIBLE BY LAW, LESSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES ABOUT THE EQUIPMENT LESSOR DELIVERS, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND

NON-INFRINGEMENT. IN ADDITION, LESSOR DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THE BILI BLANKET BABY, LLC WEBSITE IS ACCURATE, COMPLETE, OR CURRENT. PRICE AND AVAILABILITY INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE.

IN NO EVENT SHALL BILI BLANKET BABY, LLC BE LIABLE FOR (1) ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGE OR (2) ANY COST OR PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES OR (3) ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE OR PROFITS THAT LESSEE MAY SUFFER DIRECTLY OR INDIRECTLY, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF BILI BLANKET BABY, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR (4) ANY DAMAGES IN EXCESS OF AMOUNTS THAT THE LESSEE HAS PAID TO BILI BLANKET BABY, LLC IN RENTAL FEES WITH RESPECT TO SUCH EQUIPMENT OR (5) ANY DAMAGES ARISING FROM BREACH BY LESSEE OF ITS OBLIGATIONS WITH RESPECT TO PROPER INSTALLATION AND PERIODIC MAINTENANCE OF EQUIPMENT, OR ANY INTENTIONAL, WILLFUL OR NEGLIGENT ACTS OF OMISSIONS BY LESSEE OR ITS AGENTS WITH RESPECT TO PATIENTS. THIS LIMITATION OF LIABILITY APPLIES TO ALL CAUSES OF ACTION INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

WHILE LESSOR WILL MAKE A REASONABLE EFFORT TO RETURN ANY NON-LESSOR PROPERTY IT RECEIVES, LESSOR WILL NOT BE LIABLE FOR ANY LOSSES OF OR DAMAGE TO SUCH PROPERTY.

**17. Indemnity.** Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys fees, arising out of, connected with, or resulting from the equipment or the Lease, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. Lessee shall further indemnify Lessor, and hold Lessor harmless from all loss and damage to the equipment during the rental period. Lessee recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Lessee's assumption of any and all liability for injury: disability and death



caused by the operation, use, control, handling, or transportation of the equipment during the Term.

**18. Waiver.** All remedies of Lessor hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the Lessor to exercise and no delay in exercising, any right or remedy, hereby shall operate as a waiver thereof; nor shall any single or partial exercise by Lessor of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. If any term or provision of this lease is found invalid, it shall not affect the validity and enforcement of all remaining terms and provisions of this Lease. The acceptance of rent by Lessor does not waive Lessor's right to enforce any provisions of this Agreement.

**19. Default.** If (a) Lessee shall default in the payment of any rent or in making any other payment hereunder when due, or (b) Lessee shall default in the payment when due of any indebtedness of Lessee to Lessor arising independently of this lease, or (c) Lessee becomes insolvent or makes an assignment for the benefit of creditors, or (d) Lessee applies for or consents to the appointment of a receiver, trustee, or liquidator of Lessee or of all or a substantial part of the assets of Lessee under the Bankruptcy Act, or any amendment thereto (including, without limitation, a petition for reorganization, arrangement, or extension) or under any other insolvency law or law providing for the relief of debtors, then, if and to the extent permitted by applicable law. Lessor shall have the right to under any other insolvency law or law providing for the relief of debtors, then, if and to the extent permitted by applicable law. Lessor shall have the right to exercise any one or more of the following remedies:

- A. To declare the entire amount of rent hereunder immediately due and payable without notice or demand to Lessee.
- B. To immediately take possession of Equipment without notice or demand to Lessee without breach of the peace.
- C. To sue for and recover all rents, and other payments, including lost rental income, then accrued or thereafter accruing.
- D. To terminate this Lease.

E. To pursue any other remedy at law or in equity. Notwithstanding any repossession or any other action which Lessor may take, Lessee shall be and remain liable for full performance of all obligations to be performed under this Lease. All of Lessor's remedies are cumulative, and may be exercised concurrently or separately.

**20. Bankruptcy.** Neither this Lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if Lessee makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on the Equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of the Equipment, Lessor shall have and may exercise any one or more of the remedies set forth in Section 13 ("Surrender.") above; and this Lease shall, at the option of the Lessor, without notice, **immediately terminate and shall not be treated as an asset of Lessee after the exercise of said option.**

**21. Additional Documents.** If Lessor shall so request, Lessee shall execute and deliver to Lessor such documents as Lessor shall deem necessary or desirable for purposes of recording or filing to protect the interest of Lessor in the Equipment including, but not limited to a UCC financing statement.

**22. Claims of Copyright Infringement** It is the policy of Bili Blanket Baby, LLC to respect the intellectual property rights of others. Bili Blanket Baby, LLC does not promote, foster, or condone the copying of photographs or any other infringing activity.

**23. Typographical Errors.** In the event a product is listed at an incorrect price due to typographical error or error in pricing information received from our suppliers, Lessor shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. Lessor shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and Lessee's credit card charged. If Lessee's credit card has already been charged for the purchase and Lessee's order is canceled, Lessor shall immediately issue a credit to Lessee's credit card account in the amount of the incorrect price.

**24. Complaint Process.** If you have a complaint please call us at 877-593-2454. We will respond within 5 calendar days. In the event your complaint remains unresolved with our company you may file a complaint with our Accreditor, The Compliance Team, Inc via their website [www.thecomplianceteam.org](http://www.thecomplianceteam.org) or via phone 1-888-291-5353.

**25. Entire Agreement.** This instrument constitutes the ENTIRE AGREEMENT between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto. If any portion of the agreement is found unenforceable, it will not affect the remainder of the agreement, which shall remain valid and enforceable.

**26. Assignment.** Lessee shall not assign this Lease or its interest in the Equipment without the prior written consent of Lessor.

**27. Headings.** Headings used in this Lease are provided for convenience only and shall not be used to construe meaning or intent.

**28. Governing Law.** This Lease shall be construed and enforced according to laws of the State of Colorado. Lessee and Lessor agree that the United States District Court for the District of Colorado and/or the District Court for the County of Boulder and/or applicable California Courts shall have exclusive jurisdiction over any dispute between you and Bili Blanket Baby, LLC relating in any way to the Bili Blanket Baby, LLC service or website or this Agreement.

**29. Attorney's Fees.** Lessee promises to pay all costs and fees incurred by Lessor in the event payment is not made when due hereunder. Lessee further promises that if any suit or action is instituted to collect under the terms of this Lease or any part thereof, Lessee will pay, a reasonable sum as attorneys' fees and costs of litigation in such suit or action, including reasonable attorneys' fees and costs incurred in any appeal thereof, or any collection costs as result of the breach of any term in this Lease by Lessee.

### **Section 30.**

By signing this form I agree to abide by the terms **in the instruction manuals and brochures** for the Philips Respironics BiliTx Phototherapy Light Unit **and GE BiliSoft brochure and manual**. Any departure from the terms of these manuals constitutes an event of default under Section 19 herein. The manuals also address the warranty information for this equipment. The manuals are found at the following web address:

<http://www.biliblanketbaby.com/how-to-use>

### **Section 31. HIPAA/PRIVACY POLICY**

By signing this form I agree that I have been notified of my rights and responsibilities under HIPAA as well as the privacy policy of Bili Blanket Baby, LLC. Below is text regarding HIPAA and PRIVACY POLICY

**Your Information. Your Rights. Our Responsibilities.**

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. **Please review it carefully.**

## **Your Rights**

You have the right to:

- Get a copy of your paper or electronic medical record
- Correct your paper or electronic medical record
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated

## **Your Choices**

You have some choices in the way that we use and share information as we:

- Tell family and friends about your condition
- Provide disaster relief
- Include you in a hospital directory
- Provide mental health care
- Market our services and sell your information
- Raise funds

## **Our Uses and Disclosures**

We may use and share your information as we:

- Treat you
- Run our organization
- Bill for your services
- Help with public health and safety issues
- Do research
- Comply with the law
- Respond to organ and tissue donation requests
- Work with a medical examiner or funeral director
- Address workers' compensation, law enforcement, and other government requests

- Respond to lawsuits and legal actions

## **Your Rights**

**When it comes to your health information, you have certain rights.** This section explains your rights and some of our responsibilities to help you.

### **Get an electronic or paper copy of your medical record**

- You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

### **Ask us to correct your medical record**

- You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.
- We may say “no” to your request, but we’ll tell you why in writing within 60 days.

### **Request confidential communications**

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will say “yes” to all reasonable requests.

### **Ask us to limit what we use or share**

- You can ask us not to use or share certain health information for treatment, payment, or our operations. We are not required to agree to your request, and we may say “no” if it would affect your care.
- If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will say “yes” unless a law requires us to share that information.

### **Get a list of those with whom we’ve shared information**

- You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

### **Get a copy of this privacy notice**

You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

### **Choose someone to act for you**

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

### **File a complaint if you feel your rights are violated**

- You can complain if you feel we have violated your rights by contacting us using the information provided.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/).
- We will not retaliate against you for filing a complaint.

### **Your Choices**

**For certain health information, you can tell us your choices about what we share.** If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions. In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in your care
- Share information in a disaster relief situation
- Include your information in a hospital directory

*If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety. In these cases we never share your information unless you give us written permission:*

- Marketing purposes
- Sale of your information
- Most sharing of psychotherapy notes

In the case of fundraising:

- We may contact you for fundraising efforts, but you can tell us not to contact you again.

## **Our Uses and Disclosures**

### **How do we typically use or share your health information?**

We typically use or share your health information in the following ways.

#### **Treat you**

We can use your health information and share it with other professionals who are treating you.

*Example: A doctor treating you for an injury asks another doctor about your overall health condition.*

#### **Run our organization**

We can use and share your health information to run our practice, improve your care, and contact you when necessary.

*Example: We use health information about you to manage your treatment and services.*

#### **Bill for your services**

We can use and share your health information to bill and get payment from health plans or other entities.

*Example: We give information about you to your health insurance plan so it will pay for your services.*

**How else can we use or share your health information?** We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html).

#### **Help with public health and safety issues**

We can share health information about you for certain situations such as:

- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

#### **Do research**

We can use or share your information for health research.

### **Comply with the law**

We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

### **Respond to organ and tissue donation requests**

We can share health information about you with organ procurement organizations.

### **Work with a medical examiner or funeral director**

We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

### **Address workers' compensation, law enforcement, and other government requests**

We can use or share health information about you:

- For workers' compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, and presidential protective services

### **Respond to lawsuits and legal actions**

We can share health information about you in response to a court or administrative order, or in response to a subpoena.

### **Our Responsibilities**

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.



- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information

see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html).

### **Changes to the Terms of this Notice**

**We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our web site.**

Your rights and responsibilities under HIPAA are further addressed

here: <http://www.hhs.gov/hipaa/for-individuals/guidance-materials-for-consumers/index.html>

### **Section 32: Patient Rights and Responsibilities**

#### **Patient Rights :**

1. The patient has the right to considerate and respectful service.
2. The patient has the right to obtain service without regard to race, creed, national origin, sex, age, disability, diagnosis or religious affiliation.
3. Subject to applicable law, the patient has the right to confidentiality of all information pertaining to his/her medical equipment service. Individuals or organizations not involved in the patient's care, may not have access to the information without the patient's written consent.
4. The patient has the right to make informed decisions about his/her care.
5. The patient has the right to reasonable continuity of care and service.
6. The patient has the right to voice grievances without fear of termination of service or other reprisal in the service process.

#### **Patient Responsibilities:**

1. The patient should promptly notify the Home Medical Equipment Company of any equipment failure or damage.
2. The patient is responsible for any equipment that is lost or stolen while in their possession and should promptly notify Home Medical Equipment Company in such instances.

3. The patient should promptly notify the Home Medical Equipment Company of any changes to their address or telephone.
4. The patient should promptly notify the Home Medical Equipment Company of any changes concerning their physician.
5. The patient should notify the Home Medical Equipment Company of discontinuance of use.
6. Except where contrary to federal or state law, the patient is responsible for any equipment rental and sale charges which the patient's insurance company/companies does not pay.

**Section 32: Medicare DMEPOS 30 Medicare Supplier Statement (ONLY RELEVANT FOR MEDICAID PATIENTS)**

**MEDICARE DMEPOS 30 MEDICARE SUPPLIER STATEMENT**

The products and/or services provided to you by supplier legal business name or DBA are subject to the supplier standards contained in the Federal regulations shown at 42 Code of Federal Regulations Section 424.57(c). These standards concern business professional and operational matters (e.g., honoring warranties and hours of operation). The full text of these standards can be obtained from the [U.S. Government Printing Office website](#). Upon request we will furnish you a written copy of the **standards**.

**Section 33: Assignment of Benefits for MEDICAID ONLY**

***My signature and date in the box below authorizes each of the following:***

1. Assignment of Medicaid or other insurance benefits to Bili Blanket Baby and/or any of our corporate affiliates for medical supplies and/or medication(s) furnished to me by my provider.
2. Direct billing to Medicaid.
3. Release of my medical information to Medicaid their agents and assigns.
4. Bili Blanket Baby, LLC and/or any of our corporate affiliates to obtain medical or other information necessary in order to process my claim(s), including determining eligibility and seeking reimbursement for medical supplies and/or medication(s) provided.
5. Bili Blanket Baby, LLC and/or any of our corporate affiliates to contact me by telephone or mail regarding my medical supplies and/or medication(s) order.

**I agree to pay all amounts that are not covered by Medicaid including applicable co-payments and/or deductibles for which I am responsible.**

**Section 34: WARRANTY** Philips Respironics authorizes a one year equipment warranty on this product from date of purchase. More information can be found on their website:

<http://www.usa.philips.com/healthcare/about/terms-conditions>

**Section 35:**

Emergency Availability In the event of medical emergency, customer is instructed to call 911 and/or present patient to Emergency facilities. Bili Blanket Baby will be available between 8am and 8pm to answer any equipment usage questions. Outside of those **hours please call our main line for emergent matters as there is an alternate phone line provided on our recording**. Should an equipment related emergency occur, please call 911 and/or go to your nearest emergency facility.

These Terms and Conditions will supersede any terms and/or conditions Lessee includes with any purchase order, regardless of whether Lessor signs the purchase order or not. Lessor reserves the right to make changes to this site and these Terms and Conditions at any time.

Furthermore, by signing this form I acknowledge that I have read the Lease and understand the terms and conditions set forth herein.

**Upon completion and submission of this contract, a copy will be emailed to you at the email address provided.**

*You can pickup and drop-off the unit free of charge at one of our locations (subject to availability). We can also arrange to have your unit delivered for pick up and/or drop off for an agreed upon courier fee.*

**BILI BLANKET RETURN**

I understand that when I receive notice from my pediatrician's office that I am able to discontinue phototherapy treatment for my baby it is my responsibility to immediately do the following:

1. Request that the person notifying me sends a stop order to Bili Blanket Baby immediately either via fax at 800-231-0352 or email at [orders@biliblanketbaby.com](mailto:orders@biliblanketbaby.com). (During the hours that your pediatrician's office is closed, you may request that they call Bili Blanket Baby to provide a verbal stop order until the office is reopened and a fax or email can be sent.)
2. Immediately notify Bili Blanket Baby by calling 877-593-2454 that our treatment will be discontinued that day.

Bili Blankets that are being shipped back to Bili Blanket Baby are considered “returned” once your return shipping receipt from UPS/USPS/FedEx is emailed to Bili Blanket Baby.

Clients are NOT able to drop off bili blankets for returns at any location without a stop order on file (or an AMA on file) AND an appointment scheduled to make the return. Please call 877-593-2454 if you would like to schedule to drop off your blanket at one of our Colorado drop spots.

We provide a prepaid label and or box to send equipment back to Bili Blanket Baby for some customers based on geographic proximity to our headquarters. The cost of the prepaid label/box and corresponding shipping fees is \$19.95 and will appear on your final bill.