One Month Funded Trial Agreement

tobii dynavox

☐ **I-13**	Please Select Mount ☐ Table Top ☐ Floor Stand	☐ **I-16**	Please Select Mount ☐ Table Top ☐ Floor Stand
☐ **I-110** ☐ **Indi 7** ☐ **SC Tablet**	Keyguards ☐ SCF 2x2 ☐ C5 4x3 ☐ SCF 3x3 ☐ C5 6x4 ☐ SCF 4x4 ☐ C5 7x5 ☐ SCF 5x5 ☐ C5 8x5 ☐ SCF 6x6 ☐ C5 8x6	Mount Options ☐ Table Top ☐ Floor Stand ☐ Wheelchair* **Only one mount can be supplied*	Head Tracking ☐ Headmouse ☐ TrackerPro Switches ☐ Buddy Button ☐ Microlight

If selecting a Wheelchair Mount, please also select a fastener: ☐ Round Tube ☐ Side Clamp ☐ Channel Nut ☐ Permobil

If you are not sure which Chair Fastener is needed, please specify wheel chair make and model: ____________________

	End User Information	Shipping Address
Name		
Address 1		
Address 2		
City/State/Zip		
Phone Number		
Email Address		

Funding Source:	Requested Delivery Date:
The following documents must be submitted along with this contract:	
☐ Client Information Form	☐ Release of Benefits Form

Signature

1. I have read and understand the terms of the trial program
2. I understand that I am responsible for any repair costs unless I have purchased trial insurance
3. I understand that I am responsible for any replacement costs related to theft or loss
4. I understand that the rented equipment must be returned on time to avoid late fees
5. I intend this document to be legally binding whether transmitted by mail, facsimile, or email

Signature: ____________________

Printed Name: ____________________

Date: ____________________

Optional Trial Insurance

Protect yourself from unwanted repair costs. Insurance is available for $100.00 and provides coverage for any damage that may occur to the trial device during the trial period. Insurance does not cover theft or loss. Funding sources, such as Medicaid, Medicare, and personal insurance will not cover the trial insurance fee. An additional payment (check, credit card, etc) must be provided if you choose to select trial insurance. This insurance is not required to obtain a trial device.

Please choose one of the following payment methods only when selecting the optional trial insurance

☐ **Yes** ($100 plus tax)

☐ **No** ($0)

☐ **Purchase Order**
A copy of the purchase order and tax-exempt certificate (if applicable) must be submitted with this contract

☐ **Check**
The original check must be submitted with this contract

☐ **Credit Card**
We will call you for the billing information. Please indicate a name and number where you can be reached

Name as it appears on credit card: ____________________ Phone Number: ____________________

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Terms and Conditions

Trials will only be made available to those individuals who have completed and signed a valid trial contract and have submitted it along with the required funding documents to Tobii Dynavox, 2100 Wharton Street, Suite 400, Pittsburgh, PA 15203.

If you prefer, you may fax this information to 412-381-5241 or email to trials@tobiidynavox.com

The trial period begins the day after the unit is delivered to the shipping address indicated on the trial contract. The assistance of a Solution Consultant is not a condition of the trial period start date. Actual use of the trial equipment is not a condition of the trial period start date. An adult over 18 years old must be available to sign for the delivery. If no one is available to sign for the delivery, it will be returned to Tobii Dynavox after three delivery attempts. The trial period is completed when the trial device is received by Tobii Dynavox. The return shipping date will be supplied with the trial equipment and will fall one day after the specified trial period.

The individual assuming responsibility of the trial must be over the age of 18 years. Contact information for the individual assuming responsibility of the trial must be indicated on the trial agreement. Upon completion of the trial period, the individual responsible for the trial agrees to return the trial device and any accessories in the original packaging back to Tobii Dynavox using the supplied return label. If this shipping label is lost or misplaced, please contact the Trial Department for a replacement label. Tobii Dynavox will not reimburse any fees paid by the customer for the return shipping.

All ancillary equipment, instruction and training materials provided as part of the total trial package must be returned with the trial device. Failure to do so will result in an additional charge of the item at its list price to the person assuming responsibility for this trial and its terms. If the unit is returned to Tobii Dynavox after the due date, the individual assuming responsibility for the trial will be charged accordingly.

The individual assuming responsibility for the contract is liable for any repair or replacement costs incurred as a result of abuse, neglect, loss or theft of the unit during the trial period. The individual assuming responsibility for the contract is liable for any late fee. Late fees of $250.00 per week will be charged for all equipment that arrives at the Tobii Dynavox office after the specified return date. A minimum charge of $250.00 is applicable to all late returns. ___________ ***PLEASE INITIAL HERE***

Tobii Dynavox hereby warrants to the customer only that each item of equipment, when shipped, will be in good operating condition. The customer's damages for any breach by Tobii Dynavox of such warranty with respect to an item of equipment shall be limited to the direct damages caused by a defective operating condition which could not reasonably have been discovered by customer after the delivery of such item. The foregoing warranty and damages for breach thereof are the exclusive warranty and damages and are in lieu of any oral representation and all other warranties and damages, whether expressed, implied, or statutory.

Tobii Dynavox shall, at its expense, provide routine maintenance for all equipment and shall endeavor to repair or replace any item of equipment which is found to be defective during the trial period. In the event an item of equipment does not operate properly, the customer shall notify Tobii Dynavox immediately upon noticing the malfunction and request instructions before taking any remedial action or before returning it to us. Tobii Dynavox reserves the right to terminate any loan and request the immediate return of borrowed equipment.

If you wish to cancel this contract before shipping has occurred, please contact the Trial Department

Tobii Dynavox Address: 2100 Wharton Street, Suite 400, Pittsburgh, PA 15203

Tobii Dynavox Phone: 800-344-1778 Tobii Dynavox

Fax: (412) 381-5241 Tobii Dynavox

Trial Department email: trials@tobiidynavox.com

By signing this contract, you agree to our Privacy Policy which can be viewed at www.tobiidynavox.com/en-US/policies-in-the-footer/privacy-policy

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Q: What is the length of time I may rent a Tobii Dynavox product?

A: The Tobii Dynavox trial program allows customers to trial most products for a period of up to four (4) weeks.

Q: Can I rent any carry cases and other accessories

A: Cases are not available for any other trial devices. Durable boots will be provided for touch screen devices

Q: What is a keyguard and do I need one? How many can I have?

A: The keyguard is a clear plastic overlay that is designed to align with different page sets and help guide the touch selection for users that have trouble with touch accuracy. The keyguard is not necessary to operate the rented equipment and is only listed with applicable equipment. If a keyguard is needed, please select the keyguard that will match the number of buttons, or “locations”, on the page set you will be working in. We can send up to three (3) keyguards per order if needed.

Q: What if I rent then end up purchasing? What happens to the money I paid for the trial?

A: If the same individual, organization or funding source that covers the cost of renting a device subsequently purchases a device within the next six (6) months for the same end user, the cost of the trial (Four week maximum) excluding any insurance and shipping costs is credited towards the purchase of your Tobii Dynavox device. Please note that the trial cost must be paid in full before a credit can be issued.

Q: Can I purchase insurance against accidental damage during the trial period?

A: Tobii Dynavox trial customers can purchase an all-inclusive Trial Insurance for their trial equipment. This guarantee becomes effective on the date the product ships from Tobii Dynavox to the trial customer and expires upon the return to our Pittsburgh, PA headquarters. Insurance is available for $100.00 and provides coverage for any damage that may occur to the trial device during the trial period. Insurance does not cover theft or loss. Disassembly of the product will void this guarantee.
Funding sources, such as Medicaid, Medicare, and personal insurance will not cover the Trial Insurance fee. Please provide an additional payment (check, credit card, etc) for the Trial Insurance if you are working with a funding source.

Q: Who is responsible for repairs caused by damage if I do not purchase insurance?

A: The trial agreement is a binding agreement that holds the signer responsible for any damage to the rented product unless trial insurance is purchased prior to receipt of the trial. By signing this agreement, you are assuming liability for the equipment during the trial period. The signer is also responsible for replacement costs related to theft or loss of the rented product and accessories, and any late fees if the rented device is returned later than the specified due back date regardless of whether trial insurance was purchased.

Q: When will my trial be delivered?

A: We will send out a scheduling email approximately one week prior to shipping the trial equipment and keep you updated though out the process. Please make sure to include an email address for correspondence.

Q: Can I Save the pages I created on the trial device to load onto my purchased device?

A: Yes. In order to transfer any saved pages from the trial device to the device you purchase we recommend backing up any custom programming to mytobiidynavox.com or an external source like a removeable USB drive before returning the trial equipment. This will allow you to load the custom programming onto the purchased equipment when you receive it using the ‘Restore’ feature.

Q: How do I return the trial equipment?

A: Tobii Dynavox supplies a UPS return shipping label with every trial shipment. To return the equipment at no cost, all that you need to do is securely pack the equipment in the original box, apply the return label over the existing label, and drop it off at the nearest UPS pick up location. To find the nearest UPS shipping location, please visit www.ups.com/dropoff
Please be aware that if you ask UPS to pick up the equipment from your location they may charge you an additional fee that is not covered by Tobii Dynavox.
If this shipping label originally provided with the trial is lost or misplaced, please contact the Trial Department for a replacement label.
Tobii Dynavox will not reimburse any fees paid by the customer for the return shipping

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Tobii Dynavox - Client Information Form

(must be completed and returned)

Today's Date: ______________________

Section 1: **Client** – The client is the person who will be receiving the equipment or services.

First Name: ______________ Middle Name: ______________ Last Name: ______________

Street Address: ______________ City: ______________ State: ________ Zip: ________

Date of Birth: ______________ Home Phone #: ______________ Alt. Phone #: ______________

Social Security #: ______________ Email address: ______________

What is the best way to contact you? ☐ Email ☐ Phone

☐ Male ☐ Female ☐ Married ☐ Single

Are you a student? ☐ Yes ☐ No

Are you employed? ☐ Yes ☐ No

Current Place of Residence:

☐ Home
☐ Custodial Facility (assisted living)
☐ Intermediate Care/Individuals with Intellectual Disabilities
☐ Skilled Nursing Facility
☐ Hospice Program
☐ Group Home
☐ Inpatient Hospital

Facility or Group Home Name: ______________ Phone #: ______________

Section 2: **The Diagnosis** – The diagnosis is the client condition which requires the requested equipment or services.

Medical Diagnosis: ______________

Communication Diagnosis: ______________

Is diagnosis a result of an accident? ☐ Yes ☐ No If yes, date of accident: ________ Type of accident? ☐ Employment ☐ Auto ☐ Other

Section 3: **Family Contact/Legal Guardian** – The legal guardian or family contact is the person who is the emergency contact or who is assisting the client.

First Name: ______________ Last Name: ______________ Home Phone #: ______________

Street Address: ______________ City: ______________ State: ________ Zip: ________

Relationship to Client: (Check all that apply)
☐ Spouse ☐ Parent ☐ Other (please specify) ______________
☐ Child ☐ Legal Guardian
☐ Power of Attorney

Emergency Phone #: ______________
(This must be different from the client's home #)

☐ Check here if different number is not available

Fax #: ______________

What is the best way to contact you? ☐ Email ☐ Phone Email: ______________

Section 4: **Speech Language Pathologist/Evaluator** – The SLP is the clinician who performed the evaluation of the client and provided the written report.

First Name: ______________ Last Name: ______________ SLP Phone #: ______________

SLP Alt Phone #: ______________ SLP Alt. Fax #: ______________ SLP Fax #: ______________

Facility Name: ______________ Facility Phonex #: ______________

Business Street address: ______________ City: ______________ State: ________ Zip: ________

P.O. Box: ______________ City: ______________ State: ________ Zip: ________

Email: ______________ Alt. Contact Name: ______________

Facility Phone #: ______________ Alt. Contact Email: ______________

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Section 5: Treating Physician – The treating physician should be the specifc PCP that your insurance (or Medicaid, if applicable) requires. Please be sure that this PCP signs your prescription.

Doctor First Name: ______________________ Doctor Last Name: ______________________

Practice Name/Street address: ______________________ Phone: ____________ Fax: ____________

P.O. Box: ______________________ City: ______________________ State: ________ Zip: ________

Doctor Medicaid Provider#: ____________ Doctor license #: ____________ Doctor NPI #: ____________

Section 6: Private insurance (if applicable)

Tobii Dynavox Funding Department must be contacted immediately of ANY change to medical insurance coverage and new card copies must be sent to the Customer Fulfllment Team. ALL MEDICAL INSURANCE COVERAGES MUST BE LISTED.

Name of Insurance: ______________________ Employer Name: ______________________

Policy #: ____________ Group #: ____________ Insurance company Phone #: ____________

Case Manager (if applicable): ______________________ Phone #: ____________

Policy Holder Name: ______________________ Policy Holder DOB: ____________ Policy Holder SS#: ____________

Street Address: ______________________ City: ______________________ State: ________ Zip: ________

Relationship to Client: ☐ Self ☐ Spouse ☐ Other (please specify) Phone #: ____________ Fax #: ____________

☐ Parent ☐ Legal Guardian ______________________

Section 7: Medicare (if applicable)

Medicare #: ______________________

Section 8: Medicaid (if applicable)

Medicaid #: ______________________ Phone Number: ______________________

If you have Managed Care Medicaid, name of insurance co: ______________________ ID #: ____________

Section 9: Other Insurance (auto/workers compensation)

Name of Insurance: ______________________ Employer Name: ______________________

Policy #: ____________ Group #: ____________ Insurance company Phone #: ____________

Case Manager (if applicable): ______________________ Phone #: ____________

Policy Holder Name: ______________________ Policy Holder DOB: ____________ Policy Holder SS#: ____________

Street Address: ______________________ City: ______________________ State: ________ Zip: ________

Relationship to Client: ☐ Self ☐ Spouse ☐ Other (please specify) Phone #: ____________ Fax #: ____________

☐ Parent ☐ Legal Guardian ______________________

Section 10: Alternate Funding (MDA, etc)

Contact Info: ____

____

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Section 11: **Shipping Information**

Name: ______ Organization (if applicable): ______ Phone Number: ______

Street Address: ______ City: ______ State: ______ Zip: ______

Please note: We cannot ship to a P.O. Box. Medicare funded devices must ship to the client's home address.

Section 12: **Other Equipment**

Do you currently, or have you ever owned a communication device? ☐ Yes ☐ No

Date of Purchase: ______
(We must have at least month & year)

Do you currently own a wheelchair ☐ Yes ☐ No

Make: ______ Model: ______

Choose device:

☐ I -12 ☐ I -15 ☐ Indi ☐ I-110

☐ I -12 and Eye-Gaze ☐ I -15 and Eye-Gaze ☐ T7

Choose mount:

☐ Wheelchair ☐ Rolling/Floor ☐ Desk/Table

Accessory: Please list ______

* Not all insurance plans will cover multiple mounting system

Section 13: **Client Certifcation**

Please read and check next to each statement

☐ *I verify that all information contained herein is correct and true to the best of my knowledge. I also understand that the information provided will be used by Tobii Dynavox for the purpose of obtaining funding and hereby give permission to Tobii Dynavox to release this information as required by the funding sources listed.*

☐ *I understand that I may be able to rent or purchase the equipment that has been prescribed by my physician. The rental duration will be according to the manufacturers' policy.*

☐ *I understand that if my insurance coverage requires a capped rental, I will be subject to the Terms and Conditions of the Capped Rental program.*

Signature(s) of person(s) completing this form:

1. ______ ______ Date ______
Name & Relationship to Client (Please Print)

2. ______ ______ Date ______
Name & Relationship to Client (Please Print)

Please send complete Funding Packet to the Pittsburgh address listed below, or fax to 866-336-2737 or email to funding@tobiidynavox.com

Tobii Dynavox
Attn: Funding Department
2100 Wharton Street, Suite 400
Pittsburgh, PA 15203

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Tobii Dynavox - Lifetime Release & Assignment of Benefits Payment Agreement

(must be completed & returned)

I authorize the release of any medical or other information necessary for determining benefts payable for equipment or services and processing claims by the Centers for Medicare & Medicaid Services, my insurance carrier and any other medical/insurance entity. I understand that on occasion, funding or reimbursement barriers are encountered. Tobii Dynavox works in conjunction with Disability law Centers on behalf of customers to overcome these barriers to ensure that funding is obtained. I hereby authorize, if necessary, Tobii Dynavox to release information related to my claim for funding to these Disability Law Centers.

I authorize payment of insurance benefts, including Medicare if applicable, be made either to me or on my behalf to Tobii Dynavox for any equipment or services provided to me. Should I receive payment directly from the insurance company, I agree to forward the check and "Explanation of Benefts" to Tobii Dynavox within 10 days of receipt. I understand that the check and explanation are due to Tobii Dynavox in order to credit my account. If I fail to provide this information, I understand that I will be held legally responsible for payment in full for all equipment or services which have been provided by Tobii Dynavox.

I understand that I am fnancially responsible to Tobii Dynavox for any charges not covered by health care benefits. I agree to notify Tobii Dynavox of any changes in my health care insurance coverage. In some cases, exact insurance benefits cannot be determined until the insurance company receives the claim. I understand that I am responsible for the entire bill or balance of the bill as determined by Tobii Dynavox and/or my health care insurer if the submitted claims, or any part of them, are denied for payment.

I understand that by signing this form, I am accepting fnancial responsibility as explained above for all payment for products received.

THIS DOES NOT APPLY WHEN MEDICARE DETERMINES THE BALANCE TO BE THE CONTRACTOR'S OBLIGATION, OR TO MEDICAID RECIPIENTS.

I have read and understand the Tobii Dynavox 30 Day Return Policy, Patient Bill of Rights and Responsibilities (which includes the process to fle a grievance or complaint with the Company), the Tobii Dynavox Supplier Standards, per DMEPOS, and the Tobii Dynavox Notice of Privacy Practices.

☐ Please check if client is currently receiving hospice care

☐ Please check if client is currently in a skilled nursing facility

*****Form must be signed and dated below to be valid*****

Client Name (User): ____

Signature of Client/Insured/Legal Guardian/Power of Attorney ____

Relationship to Client: Self ____ Parent ____ Spouse ____ Guardian/POA ____ Date: ___________

(MUST BE SIGNED, HAVE RELATIONSHIP, AND BE DATED TO BE VALID) ONLY RESPONSIBLE PARTY CAN SIGN!

Witness Signature (valid with client mark only): _____________________________________

Relationship to Client: ____ Date: ___________

(ONLY REQUIRED WHEN POA/LEGAL GUARDIAN/CLIENT'S SIGNATURE IS UNREADABLE, CLIENT USED A MARK, OR STAMP WAS USED)

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