

File # 4000

John Doe
123 ABC Lane
McMinnville, OR 55555
503 555-1234

DOB: 7/7/1950

SS#

Referral:

Contact Person:

Terms:

Notes:

Follow-up notices sent:

- 6 months _____
- 1 Year _____
- 18 month _____
- 2 years _____
- 30 months _____
- 3 Years _____
- 42 months _____
- 4 years _____
- 54 months _____
- 5 years _____

Other:

Warranty expiration notices:

Hearing test reminders

Left Ear

6/1/2005

New

HA Sale

Make and Model

Behind-the-Ear style

Serial Number

Warranty from:

Manufacturer

Earmold style: _____

Loss warranty date:

7/1/2008

Repair warranty date:

7/1/2008

Your letterhead - Business name, address and Phone #
Name, Credentials and License Number of Dispensers working at this location

STATEMENT TO PROSPECTIVE PURCHASER

Wednesday, June 01, 2005

John Doe
 123 ABC Lane
 McMinnville, OR 55555

Right Ear Instrument			
<u>New, Used Make and Model</u>	<u>Behind-the-Ear style</u>	<u>Serial Number</u>	00.00
Left Ear Instrument			
<u>New, Used Make and Model</u>		<u>Serial Number</u>	\$0.00
Earmolds	<u>MFG. and Style</u>		\$ 0.00
Other Charges			\$0.00
Total Purchase Price			\$: 1.00
Less Deposit			\$: 0.00
Balance			\$0.00

Terms:

It is desirable that a person seeking help with a hearing problem (especially for the first time) consult an ear doctor and obtain a clinical hearing evaluation. Although hearing aids are often recommended for hearing problems, another form of treatment may be necessary.

Copies of my audiogram and the results of tests or verification procedures were offered to me by the licensee.

Waive Acceptance of Hearing Tests Accept Hearing Tests Initial _____

I acknowledge I have read and understand the information contained in this Statement.

Purchaser's Signature _____ Date _____

Dealer's Signature _____ License #HAS-P. _____

CONSUMER ASSISTANCE INFORMATION:

If a consumer experiences problems with a hearing aid, it is important to first contract the hearing health professional from which the device was purchased. Complaints regarding the sale, lease, or attempted sale or lease of hearing aids should be directed in writing to: **OREGON HEALTH LICENSING AGENCY, 700 Summer Street NE, Suite 320, Salem, OR 97301-1287.** Complaint forms may also be obtained by calling: (503) 378-8667 Ext 4314 or download www.oregon.gov/OHLA/HAS.

Or the consumer may contact the Oregon Hearing Society Hotline @ 1-866-647-4327.

Your letterhead - Business name, address and Phone #
Name, Credentials and License Number of Dispensers working at this location

Waiver of Medical Evaluation

I have checked the prospective purchaser for the following eight (8) conditions:

- (1) Visible congenital or traumatic deformity of the ear.
- (2) History of active drainage from the ear within the previous 90 days.
- (3) History of sudden or rapidly progressive hearing loss within the previous 90 days.
- (4) Acute or chronic dizziness.
- (5) Unilateral hearing loss of sudden or recent onset within the previous 90 days.
- (6) Audiometric air-bone gap equal to or greater than 15 decibels at 500Hz, 1000Hz and 2000Hz.
- (7) Visible evidence of significant cerumen accumulation or a foreign body in the ear canal.
- (8) Pain or discomfort in the ear.

Dispenser's Signature _____ License #HAS-P-_____

Waiver Statement

I have been advised by _____ **Business Name** _____ that the Food and Drug Administration has determined that my best health interest would be served if I had a medical evaluation by a licensed physician (preferably a physician who specializes in diseases of the ear) before purchasing a hearing aid. I do not wish a medical evaluation before purchasing a hearing aid.

Purchaser's Signature _____ Date _____

John Doe
123 ABC Lane
McMinnville, OR 55555

Consumer Rescission Rights and Hearing Aid(s) Return Procedure

ORS 694.042 Right to rescind hearing aid purchase; grounds; notice of rescission; time limit; refund.

(1) In addition to any other rights and remedies the purchaser may have, including rights under ORS 646.482 to 646.498, the purchaser of a hearing aid shall have the right to rescind the transaction if:

- (a) The purchaser for whatever reason consults a licensed medical physician specializing in diseases of the ear, or an audiologist not licensed under this chapter and not affiliated with anyone licensed under this chapter and licensed medical physician, subsequent to purchasing the hearing aid, and the licensed physician advises such purchaser against purchasing or using a hearing aid and in writing specifies the medical reason for the advice;
- (b) The seller, in dealings with the purchaser, failed to adhere to the practice standards listed in ORS 694.142, or failed to provide the statement required by ORS 694.036;
- (c) The fitting of the hearing instrument failed to meet current industry standards; or
- (d) The licensee fails to meet any standard of conduct prescribed in the law or rules regulating fitting and dispensing of hearing aids and this failure affects in any way the transaction which the purchaser seeks to rescind.

(2) The purchaser of a hearing aid shall have the right to rescind the transaction, for other than the seller's breach, as provided in subsection (1)(a), (b), (c) or (d) of this section only if the purchaser returns the product and it is in good condition less normal wear and tear and gives written notice of the intent to rescind the transaction by either:

- (a) Returning the product with a written notice of the intent to rescind sent by certified mail, return receipt requested, to the licensee's regular place of business; or**
- (b) Returning the product with a written notice of the intent to rescind to an authorized representative of the company from which it was purchased.**

(3) The notice described in subsection (2) of this section shall state that the transaction is canceled pursuant to this section. The notice of intent to rescind must be postmarked:

- (a) Within 30 days from the date of the original delivery; or**
- (b) Within specified time periods if the 30-day period has been extended in writing by both parties. The consumer's rescission rights can only be extended through a written agreement by both parties.**

(4) If the conditions of subsection (1)(a), (b), (c) or (d) of this section and subsection (2)(a) or (b) of this section have been met, the seller, without further request and within 10 days after the cancellation, shall issue a refund to the purchaser. However, the hearing aid specialist may retain a portion of the purchase price as specified by rule by the Health Licensing Office when the purchaser rescinds the sale during the 30-day rescission period. At the same time, the seller shall return all goods traded in to the seller on account of or in contemplation of the sale. The purchaser shall incur no additional liability for the cancellation. [1975 c.673 §6; 1985 c.227 §6; 1993 c.133 §2; 1999 c.81 §3; 2003 c.547 §77]

OAR 331-640-0030 Statement to Prospective Purchaser – Disclosure

- A hearing aid specialist may retain a portion of the purchase price, when the purchaser rescinds the sale during the 30-day rescission period, which shall not exceed 10% of the contract amount or \$250 per hearing aid whichever amount is less under OAR 331-640-0030.
- The hearing aid specialist must conduct and document a minimum of one post-delivery follow-up session with the purchaser before the expiration of the 30-day trial period. The follow-up session will take place at a predetermined and agreed upon location.

I have read, understand and initialed the Statement to Prospective Purchaser. _____

Your letterhead - Business name, address and Phone #
Name, Credentials and License Number of Dispensers working at this location

DELIVERY RECEIPT OF HEARING INSTRUMENT

Date of Delivery: 6/15/2005
Purchaser Information: John Doe
123 ABC Lane
McMinnville, OR 55555

<u>Make and Model</u>	<u>Make and Model</u>
Serial Number Right:	Serial Number Left:
Repair Warranty Expiration Date:	7/1/2008
Loss Warranty Expiration Date:	7/1/2008
Total purchase price:	_____
Last date to rescind sale of hearing aid(s):	_____
Licensee retainer fee:	_____

(A licensee may retain a portion of the purchase price, when the purchaser rescinds the sale during the 30-day rescission period, which shall not exceed 10% of the contract purchase price or \$250 per hearing aid, whichever amount is less. (Refer to OAR 331-640-0030))

Date of post-delivery follow-up: _____
Place of post-delivery follow-up: Location and Address of Post Delivery follow-up

(Licensees will conduct and document a minimum of one post-delivery follow-up session with the hearing aid user before the expiration of the 30-day trial period under OAR 331-640-0030.)

I have read and understand the information in this delivery receipt. I acknowledge receipt of the hearing aid(s) listed on the Hearing Aid Purchase Agreement signed on: 6/1/2005

Purchaser: _____
Signature Date

I attest that the above listed information is true and complete and acknowledge delivery of the specified hearing aid(s).

Hearing Aid Specialist: _____
Signature Date