

423-847-1202

Fax: 423-847-1225

4301 Founders Way, Ste. C Chattanooga, TN 37416

Patient Handbook

HOW WE HANDLE A PROBLEM

We try our best for you, but sometimes, no matter how hard we try, a problem may occur. To correct a problem, please do the following:

Repair Problem:

Contact us anytime, 7 days a week, 24 hours a day, 365 days a year if something is not working correctly, the telephone numbers are listed in this handbook and if we cannot repair the problem over the telephone we will send a service representative to your home.

Incorrect Items:

If we should give you the wrong item or incorrect quantity, let our service representative know immediately or, if our service representative has already left, contact our office.

Billing Questions:

Contact us at (423) 847-1202 Monday through Friday 9:00 A.M. - 5:00 P.M. (EST).

Additional Questions:

If you should have a non-emergency question regarding your equipment, please call us at (423) 847-1202 between 8:00 A.M. - 5:00 P.M. (EST), Monday through Friday.

Additional Problems:

If there is anything you think we should know about give us a call, we will do our best to correct it.

EQUIPMENT MAY NOT BE USED IN NURSING HOMES

The Medicare program does not allow for any equipment rented from Scenic City Medical in a nursing home. It is the nursing home's responsibility to provide for any equipment which a patient needs during their stay. It is the patient's and/or their family's responsibility to notify Scenic City Medical of the transfer of any patient, renting equipment from us to a nursing facility. You are not allowed to take any equipment rented from Scenic City Medical to a nursing facility. Failure to notify us of a patient's transfer will result in you being responsible for all rental charges incurred from the date of transfer.

CLIENT BILL OF RIGHTS AND RESPONSIBILITIES

CLIENT RIGHTS:

- You have the right to be treated fairly with courtesy and respect.
- You have the right to quality homecare equipment services regardless of race, creed, religion, sex, or source of payment.
- You have the right to request and receive a detailed explanation of your bill for products and services.
- You have the right to be allowed reasonable participation in decisions regarding your homecare services.
- You have the right to be communicated with in a way that you can reasonable understand.
- You have the right to refuse equipment and services; accepting full responsibility for that refusal.
- You have the right to choose your provider of homecare equipment services.
- You have the right to receive our assistance in transferring your homecare services to another provider.
- You have the right to receive homecare equipment services in a timely manner, and appropriate for your needs.
- You have the right to be assured of confidentiality; to review your records, and to approve or refuse the release of your records.
- You have the right to have competent and qualified people to carry out the services for which they are responsible.
- You have the right to voice your grievances and recommend changes in policies and services.
- You have the right to be given reasonable notice of discontinuation of services.
- You have the right to be free from physical and mental abuse.

CLIENT RESPONSIBILITIES:

- To provide to the best of your knowledge, accurate and complete information.
- To follow the plan of care or service recommended by your physician.
- To care for, use as instructed, and return rental equipment in good condition, normal wear and tear expected.

- To pay for the replacement costs of any equipment damaged, destroyed or lost due to misuse, abuse, or neglect.
- To notify Scenic City Medical Equipment of any equipment malfunction or defect, and allow company technicians to enter the premises to repair, relocate, or provide substitute equipment.
- To be responsible for any payment not paid by your insurance company, except where not allowed by law.
- To make it known that you clearly understand the equipment and services being provided.
- To advise Scenic City Medical Equipment of any changes in your status, including address, medical condition, etc.
- To understand that the TERM OF ALL RENTALS shall repeat on a monthly anniversary of the original rental and that no rental of less than a full month shall be charged.
- To be responsible for all fees associated with collections due to non payment.

PAYMENT OF 20% CO-INSURANCE AND DEDUCTIBLE

The Medicare program is like any other insurance program. They do not pay 100% of the amount billed. Generally, they will pay 80% of the charges for the item or service we have provided to you and you are responsible for the remainder, which generally is 20%. In addition, like any other insurance program, there is a deductible at the beginning of each year which must be paid. Please be aware, it is against the law for Scenic City Medical Equipment or any other supplier of service, to waive the amount you are responsible to pay. If you have any questions regarding this, please do not hesitate to call our office.

WARRANTY INFORMATION

For purchases only, Scenic City Medical Equipment., guarantees their item to be free from defective workmanship and material for one (1) year from the date of purchase. Any defective item will be replaced or repaired, at Scenic City Medical Equipment option, if the unit has not been tampered with or used improperly during the one (1) year period. Contact the manufacturer for any additional warranty information.

THERE IS NO OTHER EXPRESSED WARRANTY. IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO ONE (1) YEAR FROM THE PURCHASE AND TO THE EXTENT PERMITTED BY LAW ANY AND ALL IMPLIED

WARRANTIES ARE EXCLUDED. THIS IS THE EXCLUSIVE REMEDY AND LIABILITY FOR CONSEQUENTIAL AND INCIDENTAL DAMAGE UNDER ANY AND ALL WARRANTIES ARE EXCLUDED TO THE EXTENT EXCLUSION IS PERMITTED BY LAW.

IMPORTANT NOTICE

Change of Address or Equipment No Longer Needed

It is the patient's and/or his or her caregiver's responsibility to notify Scenic City Medical Equipment of any change of address for a patient who has moved or when equipment is no monger needed. Please remember that all rental equipment remains the property of Scenic City Medical Equipment. If Scenic City Medical Equipment is not notified to pickup rental equipment when it is no longer needed, the patient and/or his/her family will become responsible for the full purchase price of said equipment.

DO NOT DONATE OR DISPOSE OF ANY EQUIPMENT PRIOR TO CONTACTING SCENIC CITY MEDICAL EQUIPMENT.

WE OFFER A FULL LINE OF MEDICAL EQUPMENT

- Oxygen
- Hospital Beds
- · Wheelchairs
- Walkers
- Canes
- Crutches
- Bedside Commodes
- Elevated Toilet Seats

- Hoyer Lifts
- Suction Machines
- Trapeze Bars
- Nebulizers
- Pressure Reducing Surfaces
- Shower Chairs
- Personal Care Assistance

Devices

WE ACCEPT MOST INSURANCES

Call us and ask about your insurance.

Local Community Resources

Home Health

See phone book under Home Health in yellow pages.

Hospice Providers

See phone book under Hospice in yellow pages.

Private Duty Service Providers (See Home Health Providers)

Case Management Organizations

Eckman Freeman 800-489-6162

Housekeeping Companies

Merry Maids 899-2062

Adult Day Care / In Home Care Givers

See phone book under Daycare Centers in yellow pages.

Emergency Assistance

Electric	756-2706
Water	866-736-6420
Gas	866-643-4168

Government Assistance Programs (See your local Telephone book for Government Assistance Programs in your county)

Nutritional Assistance

Food Bank 622-1800

Housing Services

Chattanooga Housing Authority 756-7367

Protective Services

Social Services Emergency Assistance 757-5541

Legal Assistance

Legal Aid of East Tennessee 756-4013

Chattanooga Area Local Emergency Resources

EMERGENCY NUMBERS (Call 911 for true emergencies)

FIRE: 842-9370

Dallas Bay Volunteer Fire Department 7525 Middle Valley Rd. Hixson, TN 37343

POLICE: 622-0022

Hamilton County Sheriff 3300 Amnicola Highway Chattanooga, TN 37407

GAS: (866) 643-4168

Chattanooga Gas PO BOX 11227 Chattanooga, TN 37401

WATER: 877-3513

Hixson Utility District 5201 Hixson Pike Hixson, TN 37343

HOSPITAL: 495-7100

Memorial North Park 2051 Hamill Road Hixson, TN 37343

HEALTH DEPARTMENT: 842-3031

Hamilton County Health Department 9527 W. Ridge Road Soddy-Daisy, TN 37379

HOMELAND SECURITY: (800) 237-3239

AMBULANCE: 495-3677Memorial Emergency Service

2525 De Sales Ave. Chattanooga, TN 37404

STATE POLICE: 634-6899

Tennessee Highway Patrol 4120 Cummings Hwy. Chattanooga, TN 37419

ELECTRIC: 648-1372

EPB

PO BOX 182253

Chattanooga, TN 37422

PUBLIC WORKS: 209-7806

Hamilton County Public Works 1250 Market Street Chattanooga, TN 37402

PHONE: 648-1500

EPB Telecom PO BOX 182250 Chattanooga, TN 37422

EMERGENCY MANAGEMENT:

209-6900

Hamilton County Emergency Management 317 Oak Street

Chattanooga, TN 37403

POISON: (800) 222-1222

Sequatchie Valley Area **Local Emergency Resources**

EMERGENCY NUMBERS (Call 911 for true emergencies)

FIRE: 949-2404

Dunlap Fire Department 207 Church Street Dunlap, TN 37327

POLICE: 949-2193

Dunlap Police Department 207 Church Street Dunlap, TN 37327

GAS: 949-4119

Dunlap Natural Gas 15595 Rankin Ave. Dunlap, TN 37327

WATER: 949-6660

Cagle Fredonia Utility District 7499 State Road 399 Dunlap, TN 37327

HOSPITAL:

See yellow pages under Hospital

HEALTH DEPARTMENT: 949-3619

Sequatchie County Health Department 170 Church Street Dunlap, TN 37327

HOMELAND SECURITY: (800) 237-3239

AMBULANCE: 949-5688

Sequatchie Valley Emergency Services Rankin Ave.

Dunlap, TN 37327

STATE POLICE: 634-6899

Tennessee Highway Patrol 4120 Cummings Hwy. Chattanooga, TN 37419

ELECTRIC: 949-2198

Sequatchie Valley Electric 97 Resource Road Dunlap, TN 37327

PUBLIC WORKS: 949-2135

Sequatchie County Highway Commission 114 State St. W Dunlap, TN 37327

PHONE: 447-2121

Bledsoe Telephone Cooperative 338 Cumberland Ave. Pikeville, TN 37367

EMERGENCY MANAGEMENT:

209-6900

Hamilton County Emergency Management 317 Oak Street Chattanooga, TN 37403

POISON: (800) 222-1222

MAKING THE HOME ENVIRONMENT SAFE

Completing the following checklist gives you a safety assessment of your home. Our technician can help you decide which questions are applicable to your home and situation. Safety hazards in a home can be remedied very easily, so please try to make your home a safe home.

CHECK YES OR NO: YES NO
Bathroom
A. Are there handgrips by the tub/shower?
B. Are there handgrips by the toilet?
C. Is there a nonskid mat in the tub/shower?
D. Is there a seat by the sink?
E. Is there a seat in the tub/shower?
F. Does the toilet have a high-rise seat?
Electric Outlets and Devices
A. Are unused outlets covered?
B. Are appliances disconnected when not in use?
C. Are all electric cords free from fraying and cracking?
D. Do all electric plugs fit snugly into their sockets?
E. Do electric cords run along walls?
F. Are curtains and other flammable items kept
away from the stove and other open flame areas?
H. Are you smoking in the home?
Floors
A. Is nonskid wax used on the floors?
B. Are rugs secured by nonskid backing?
C. Are large rugs anchored at the edges?
D. Are pathways and hallways cleared of obstacles?
Heating System
A. Are examination/cleaning done on a regular basis?
A. The examination/cleaning done on a regular basis:
Lighting
A. Is lighting adequate throughout the house?
B. Are burnt-out light bulbs replaced?
C. Are night lights used after dark?
Stairwells
A. Are nonskid treads on the steps?
B. Are handrails present and securely fastened?
Miscellaneous
A. Are the following items in secure areas out of the reach of children and confused individuals?
Medications
Sharp objects (knives, axes, etc.)
Dangerous tools
Cleaning substances
Poison (bug killer, weed killer, etc.)
B. Is snow and ice removal adequate?
C. Are the sidewalks, curbs and outside stairs maintained?
D. Is the water heater temperature kept under 120 F?
E. Is wheeled furniture secured by caster plates?

By completing this checklist, hopefully we can help you in remaining free from accidents in your home. Remember most accidents occur in the home, so be aware of potential problems and correct them before an accident happens.

INFECTION CONTROL FOR THE HOME

We call illnesses that spread from one person to another infectious diseases. Each has its own way of spreading. Contact with infected body fluids (such as blood, urine, feces, mucus) or with droplets that are sprayed into the air when an infected person sneezes or coughs is a way an infectious disease can spread. Sometimes, an illness can spread through an indirect link, such as having contact with items that have been freshly soiled by drainage from infected sores or discharges from the patient's body openings (nose, eyes, rectum, etc.).

Controlling the spread of an infectious disease means interrupting the way the illness travels from an infected person to a non-infected person. For example, if you have a cold and cover your mouth when you sneeze, you are stopping the spread of infected droplets.

Careful personal hygiene is very effective in preventing the spread of disease. We discuss these and other helpful infection control measures below.

Infection Control Measures

- 1. Maintain good personal hygiene.
 - A. Wash your body every day.
 - B. Wash your hair at least twice a week.
 - C. Brush your teeth and rinse your mouth after every meal.
 - D. Trim your fingernails and toenails weekly.
 - E. Wear clean and laundered clothes.
 - F. Change dirty clothing and bed linens when you notice the soiling.

2. Wash your hands frequently.

- A. Wash your hands before food preparation, eating, or serving food.
- B. Wash your hands after using the toilet, contact with your own or another's body fluids and blowing or wiping your nose.

3. Wash your hands thoroughly.

- A. Wet your hands with plenty of soap and warm water.
- B. Work up a lather over your hands and wrists.
- C. Rub the palm of one hand over the back of the other and rub them together several times. Repeat for the other hand.
- D. Interlace the fingers of both hands and rub them back and forth.
- E. Clean under your fingernails with a nail brush or orange stick.
- F. Rinse your hands thoroughly under warm running water.
- G. Dry your hands and wrist thoroughly.

4. Clean your household thoroughly.

- A. Avoid household clutter.
- B. Thoroughly ventilate your home with fresh air.
- C. Clean the kitchen counter with a scouring powder.
- D. Dust and vacuum weekly.
- E. Mop the kitchen and bathroom floors weekly and when spills occur.
- F. Clean inside the refrigerator weekly with soap and water.
- G. Add a teaspoon of bleach to each quart of water used for flower vases.
- H. Wear gloves when cleaning birdcages, liter boxes, aquariums, etc.

5. Clean contaminated household and medical equipment thoroughly.

- A. Scrub medical equipment as directed by your Scenic City Medical Equipment representative.
- B. Clean soap dishes, dentures cups, etc. weekly.
- C. Do not use the same sponge to clean bathroom and kitchen.
- D. Do not pour mop water down the kitchen sink.
- E. Do not clean sponges or rags at the kitchen sink.
- F. Disinfect mops and sponges weekly by soaking in a one part of bleach to nine parts of water for 5 minutes.
- G. Flush body waste down the toilet.
- H. Do not clean bedpans, potty seats, urinals, etc. in the kitchen sink.
- I. Do not share towels, washcloths, lingerie, undergarments, and toothbrushes.

6. Decrease your exposure to people with infectious diseases.

- A. Avoid crowds whenever possible.
- B. Avoid people who have been recently vaccinated.
- C. Do not share food or drink with others.

IRREVOCABLE ASSIGNMENT & AUTHORIZATION OF INSURANCE BENEFITS

In consideration of the services rendered, I hereby irrevocably assign and transfer to Scenic City Medical Equipment for myself and my dependents, all rights, title and interest in the benefits payable for services rendered by Scenic City Medical Equipment provided in any insurance policy (ies) under which I or any of my dependents are insured. I hereby authorize and direct all insurance company (ies) of which I am insured to pay directly to Scenic City Medical Equipment, PO Box 833, Hixson, TN 37343, all benefits due under such policy (ies) by reason of service rendered therein. I fully understand and agree that I am financially responsible for any and all charges not collected by this assignment.

RELEASE

REDEADL	
WHEREAS, Scenic City Medical Equipment, hereinafter referred to	, hereinafter referred to as "Client" desires the services of as "Provider".
WHEREAS, pursuant to a physician's prescription and Client the following equipment, with corresponding ser	the undersigned Client's request, Provider has furnished ial numbers:

THEREFORE, for and in consideration of said equipment and related services being provided to Client, Client does hereby fully and completely Release, Acquit and Forever Discharge, and does for his/her heirs, executors, legal representatives, administrators, successors, and assign Release, Acquit and Forever Discharge Provider, its successor corporations, their officers, their directors, their employees, representatives, successors, insurers and assign, and all other persons, forms, or corporations who might be liable from any and all claims, demands, charges, and actions of whatsoever nature, in law or in equity, or any other legal theory arising directly or indirectly out of the equipment, the use of the equipment, any item or medication provided and/or service provided by Provider to the Client.

WHEREAS, it is acknowledged, agreed and understood that I the undersigned Client, have read this release fully and had it explained. Further, I fully understand it is a legally binding document and I agree to each and every term and condition of such release.

PURCHASE/RENTAL AGREEMENT

I understand and agree to the purchase/rental of the equipment as stated in the Assignment & Authorization to Pay Benefits. I further understand and agree that I am responsible for any and all sums of money due for the purchase/rental of this equipment, including those sums which are in excess of the amount paid by Medicare, Medicaid, private insurance company or any like entity.

PURCHASE EQUIPMENT

If I do not pay, in full, said sum then I understand that the above merchandise remains the property of Scenic City Medical Equipment and it shall revert in its entirety to Scenic City Medical Equipment without waiving the right to collect said sum. If Medicare, Medicaid, private insurance or similar third party payor determines that their benefits do not cover this equipment because it is not medically necessary or not covered, then I agree to be fully responsible for those charges. Purchase equipment has a warranty of one (1) year from the date of purchase, excepting misuse or negligence.

RENTAL EQUIPMENT

- 1. Lease. Provider agrees to lease to Client above stated equipment hereinafter referred to as "Equipment".
- 2. **Term**. The term of this lease shall begin on the date of delivery of the equipment described above or any part thereof. As this is an Agreement for medical equipment, wherein the need for the equipment determines the duration of this Agreement, the exact term of this Agreement is unknown, therefore this Agreement shall continue in full force and effect until either the Provider or the Client terminates this Agreement, upon reasonable notification to the non-terminating party hereto.
- 3. **Rent**. The Client shall receive a monthly statement from Provider which shall detail the amount due and payable. All payments of rent are payable to Scenic City Medical Equipment, P.O. Box 833, Hixson, TN 37343. In the case where an assignment is involved, the Client will receive a monthly statement for the amount remaining after said third party payment is received. If any third party payor determines that their benefits do not cover this equipment because it is not medically necessary or not covered, the Client agrees to be responsible in full for the charge.
- 4. Client's Responsibilities. Client understands and agrees to the following:
 - a. Client agrees that at all times the equipment remains the property of Provider.
 - b. Client agrees that upon the termination of this Agreement to allow Provider to pickup the equipment.
 - c. Client agrees that he/she has never rented or purchased this equipment from another individual or company before.
 - d. Client agrees to notify Provider, within 48 hours, of any change of address, whether it be temporary or permanent, or to a hospital or nursing home.
 - e. Client agrees not to make any alterations, changes, additions or improvements to the equipment.
 - f. Client shall allow Provider to enter into and upon the premises and take possession of the equipment when necessary.
 - g. Client shall use the equipment in a careful and proper manner. If there is any misuse or negligence of the equipment the Client is personally responsible for the cost or the damage and/or repairs.
- 5. **Provider's Responsibilities**. Provider understands and agree to the following:
 - a. Provider agrees to install and train Client in the proper use of the equipment.
 - b. Provider agrees to provide the service and repair on the equipment.
 - c. Provider agrees that if the equipment can not be repaired, to replace the equipment.
- 6. **Delinquent Payments**. If Client fails to pay, when due any payments as described above and/or the monthly invoice sent to Client, Provider shall have the right to recover any monies die and/or take possession of the equipment, without demand or notice to the Client for any damages occasioned by taking such possession. Rental period runs month to month from the date the equipment is delivered through the date preceding delivery date each month thereafter. Client acknowledges that Provider does not prorate equipment rental. This Agreement shall be binding upon and inure to the benefits of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

MEDICARE DMEPOS SUPPLIER STANDARDS

Note: This list is an abbreviated version of the supplier standards every Medicare DMEPOS supplier must meet in order to obtain and retain their billing privileges. These standards, in their entirety, are listed in 42 C.F.R. 424.57(c).

- 1. A supplier must be in compliance with all applicable Federal and State licensure and regulatory requirements and cannot contract with an individual or entity to provide licensed services.
- 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 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 must contract with other companies for the purchase of items necessary to fill the order. A supplier may not contract with any entity that is currently excluded from the Medicare program, any State health care programs, or from any other Federal procurement or non-procurement programs.
- **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 and honor all warranties under applicable State 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. This standard requires that the location is accessible to the public and staffed during posted hours of business. The location must be at least 200 square feet and contain space for storing records.
- **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, and must maintain a visible sign and posted 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, answering service or cell phone during posted business hours is prohibited.
- **10.** A supplier must have comprehensive liability insurance in the amount 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 contacting a Medicare beneficiary based on a physician's oral order unless an exception applies.
- **12.** A supplier is responsible for delivery and must instruct beneficiaries on use of Medicare covered items, and maintain proof of delivery.
- **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 or reassign a supplier number; i.e., the supplier may not sell or allow another entity to use its Medicare billing number.
- **19.** A supplier must have a complaint resolution protocol established to address beneficiary complaints that relate to these standards. A record of these complaints must be maintained at the physical facility.
- **20.** Complaint records must include: the name, address, telephone number and health insurance claim number of the beneficiary, a summary of the complaint, and any actions taken to resolve it.
- **21.** A supplier must agree to furnish CMS any information required by the Medicare statute and implementing regulations.
- 22. All suppliers must be accredited by a CMS-approved accreditation organization in order to receive and retain a supplier billing number. The accreditation must indicate the specific products and services, for which the supplier is accredited in order for the supplier to receive payment of those specific products and services (except for certain exempt pharmaceuticals). *Implementation Date October 1, 2009*
- 23. All suppliers must notify their accreditation organization when a new DMEPOS location is opened.
- **24.** All supplier locations, whether owned or subcontracted, must meet the DMEPOS quality standards and be separately accredited in order to bill Medicare.
- **25.** All suppliers must disclose upon enrollment all products and services, including the addition of new product lines for which they are seeking accreditation.
- 26. Must meet the surety bond requirements specified in 42 C.F.R. 424.57(c). Implementation date- May 4, 2009
- 27. A supplier must obtain oxygen from a state-licensed oxygen supplier.
- **28.** A supplier must maintain ordering and referring documentation consistent with provisions found in 42 C.F.R. 424.516(f).
- **29.** DMEPOS suppliers are prohibited from sharing a practice location with certain other Medicare providers and suppliers.
- **30.** DMEPOS suppliers must remain open to the public for a minimum of 30 hours per week with certain exceptions.

RETURN POLICY

We honor all manufacture warranties. There is a 10 day return for equipment. Scenic City Medical Equipment Does not accept returns for any type of bathroom aid (transfer benches, bath chairs, etc.) and hip kits. All special order items require a 50% non-refundable deposit.

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.

UNDERSTANDING THE TYPE OF INFORMATION WE HAVE

We get information about you when we deliver equipment to you or when you visit us. It includes your name, date of birth, sex, financial information, insurance information and other personal information. We also get enrollment information from your health insurers and medical information from your other health care providers. When you see us, we also collect information about your condition, diagnosis and treatment.

OUR PRIVACY COMMITMENT TO YOU

We care about your privacy. The information we collect about you is private. We are required to give you a notice of our privacy practices. Only people who have both the need and the legal right may see your information. Unless you give us permission in writing, we will only disclose your information for purposes of treatment, payment, business operations, when we are required by law to do so, or for the other reasons listed below.

- * Treatment: We may use or disclose medical information about you to provide and coordinate your health care. We may use health information about you to provide you with medical treatment or services. We may disclose health information about you to your regular doctor, therapists, technicians, office staff or other personnel staff who are involved in taking care of you and your health. For example, information obtained by a respiratory therapist or other member of your healthcare team will be recorded in your record and used to determine the course of treatment that would work best for you. We may provide your physician or a subsequent healthcare provider with copies of various reports so they can help determine the most appropriate care for you. Different personnel in our office may share information about you and disclose information to people who do not work in our office in order to coordinate your care, such as phoning in an order to our central fabrication lab, or contacting our suppliers of components for consultation regarding a specific application. Family members and other health care providers may be part of your medical care outside this office and may require information about you that we have.
- Payment: We may use and disclose medical information about you so that the treatment and services you receive at this office may be billed to and payment may be collected from you, an insurance company, a third party or through a collection agency. For example, we may need to give your health plan information about a service you received here so your health plan will pay us or reimburse you for the service. We may also tell your health plan about a treatment you are going to receive to obtain prior approval, or to determine whether your plan will cover the treatment.
- **Business Operations:** We may need to use and disclose information for our business operations. For example, we may use information to educate our staff or review the quality of care you and others get from Scenic City Medical Equipment. We may also use health information about you to help us decide what additional services we should offer, how we can become more efficient, or whether certain new treatments are effective.
- **Appointment Reminders:** We may contact you to give you appointment reminders for treatment or medical care at the office or at your home.
- Treatment Alternatives: We may tell you about or recommend possible treatment options or alternatives that may be of interest to you.
- Public Health and Safety: We may use or disclose information about you as necessary to prevent or reduce a serious threat to the health or safety of a person or the public. For example, we or our contractors may disclose information about immunizations and certain diseases to public health officials.
- Research: We may use and disclose health information about you for research projects that are subject to a special approval process. We will ask you for your permission if the researcher will have access to your name, address, or other information that reveals who you are, or will be involved in your care at the office.
- Military, Veterans, National Security An Intelligence: If you are or were a member of the armed forces, or the national security or intelligence communities, we may be required by military command or other government authorities to release health information about you. We may also release information about foreign personnel to appropriate foreign military authority.
- **Workers' Compensation:** We may release health information about you for workers' compensation or similar programs. These programs provide benefits for work-related injuries or illness.
- Other Uses And Disclosures Of Health Information: We will use or disclose your health information for any purpose other than those identified in the previous sections without your specific, written Authorization. We must obtain your Authorization separate from any Consent we may have obtained from you. If you give us Authorization to use or disclose health information about you, you may revoke that Authorization, in writing, at any time. If you revoke your Authorization, but we cannot take back any uses or disclosures already made with your permission.

If we have HIV or substance abuse information about you, we cannot release that information without a special signed, written authorization (different than the Authorization and Consent mentioned above) from

you. In order to disclose these types of records for purposes of treatment, payment or health care operations, we will have to have both your signed Consent and a special written Authorization that complies with the law governing HIV or substance abuse records.

- Family and Friends: We may disclose your information to family members, friends or others you identify to the extent it is relevant to their involvement with your care or payment for your care, or to let them know about where you are and your condition.
- Health Oversight Activities: We may disclose health information to a health oversight agency for audits, investigations, inspections, or licensing purposes. These disclosures may be necessary for certain state and federal agencies to monitor the health care system, government programs and compliance with civil rights laws.
- ❖ As Required By Law and for Other Government Functions: We will release information when we are required by law to do so or for other government functions. Examples of such releases would be for law enforcement or national security purposes, subpoenas or other court orders, communicable disease reporting, disaster relief, review of our activities by government agencies, to avert a serious threat to health or safety or in other kinds of emergencies.
- Lawsuits and Disputes: If you are involved in a lawsuit or a dispute, we may disclose health information about you in response to a court or administrative order. Subject to all applicable legal requirements, we may also disclose health information about you in response to a subpoena.
- After Death: We may disclose your information to coroners or medical examiners and funeral homes after you are deceased.
- * With Your Permission: If you give us permission in writing, we may use and disclose your personal information for purposes you list. If you give us permission, you have the right to change your mind and revoke it. This must be in writing, too. We cannot take back any uses or disclosures already made with your permission.

Your Privacy Rights

You have the following rights regarding the health information that we have about you. Your requests must be made in writing to us at Scenic City Medical Equipment, 6503 Hixson Pike, Suite B, Hixson, TN 37343.

- ❖ Your Right to Inspect and Copy: In most cases, you have the right to look at or get copies of your medical records. You may be charged a fee for the cost of copying your records. (You may need to make an appointment to look at your record to assure that we will have it available for you.)
- Your Right to Amend: You may ask us to change your records if you feel that there is a mistake. We can deny your request for certain reasons, but we must give you a written reason for our denial.
- ❖ Your Right to a List of Disclosures: You have the right to ask for a list of certain disclosures made after April 14, 2003. This list will not include the times that information was disclosed for treatment, payment, or health care operations. The list will not include information provided directly to you or your family, or information that was sent with your permission. It will not include information released without your name or other data that would identify you.
- Your Right to Request Confidential Communications: You have the right to ask that we share information with you in a certain way or in a certain place. For example, you may ask us to send information to your work address instead of your home address. We will do our best to accommodate such a request.

Changes to this Notice

We reserve the right to revise this notice. A revised notice will be effective for medical information we already have about you as well as any information we may receive in the future. We are required by law to comply with whatever notice is currently in effect

How to Use Your Rights Under This Notice

If you want to use your rights under this notice, you may call us or write to us at:

SCENIC CITY MEDICAL EQUIPMENT

4301 Founders Way, Ste. C Chattanooga, TN 37416 Office: 423-847-1202 Fax: 423-847-1225

If your request to us must be in writing, we will help you prepare your written request, if you wish.

Complaints and Communications to Us:

If you want to exercise your rights under this notice or if you wish to communicate with us about privacy issues or if you wish to file a complaint, you can write to us at Scenic City Medical Equipment Office listed above. You will not be penalized for filing a complaint.

Accredation

Scenic City Medical is accredited through CHAP (Community Health Accredation Program).

CHAP

1275 K Street NW, Suite 800 Washington, DC 20005 or www.chapinc.org (800) 656-9656

Medicare Hotline: 1-800-633-4227

To contact your insurance company please refer to your insurance card.