Hypnos Health, Inc. — Complete Legal & Consent Pack

Version 1.0 · Drafted August 2026

Nine documents, written out in full and **finalized** with your entity details, addresses, NPIs, EIN, codes, and turnaround times. There are no blanks left to fill except patient-completed fields.

One document changed status: **Document 9, the Medicare Private Contract, has been removed.** See the note where it used to be — a private contract requires opt-out, and opt-out is not available to you. It is replaced by a Medicare decline policy.

Two dates are already set: **Effective Date: September 1, 2026** and **Last Updated: August 10, 2026**. Change them if you launch on a different day.

I’m not a lawyer. Have a healthcare attorney review the whole pack before use.

DOCUMENT 1 — Notice of Privacy Practices

HYPNOS HEALTH, INC. NOTICE OF PRIVACY PRACTICES

Effective Date: September 1, 2026

> **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.**

Who follows this notice

This notice describes the privacy practices of Hypnos Health, Inc. (“Hypnos,” “we,” “us,” “our”), its physicians, employees, contractors, and workforce members. We are required by law to maintain the privacy of your protected health information, to give you this notice of our legal duties and privacy practices, to follow the terms of the notice currently in effect, and to notify you if a breach of your unsecured protected health information occurs.

What is protected health information

Protected health information, or PHI, is information that identifies you and relates to your past, present, or future physical or mental health, the care you receive, or payment for that care. For Hypnos this includes your registration details, the answers you give on our health questionnaires, the data recorded by your home sleep apnea test, your physician’s interpretation of that data, notes from your video visits, prescriptions we write, and the record of what you paid us.

How we may use and disclose your health information without your written authorization

For treatment. We use your health information to provide your medical care. A physician reviews your questionnaire to decide whether a home sleep test is appropriate and to place the order. Our clinical staff arranges shipment of your device. Your physician interprets your study data and discusses it with you. If you consent, we send your results to your primary care provider or another treating clinician, and we send prescriptions and supporting documentation to the equipment supplier who will provide your CPAP machine or oral appliance.

For payment. We use your information to charge you for services, to process your payment, and to produce an itemized receipt or superbill if you request one so that you may seek reimbursement from your own insurer or health savings account administrator. We do not bill health insurers directly.

For health care operations. We use your information to run the practice: reviewing the quality of our physicians’ interpretations, training, evaluating clinical performance, resolving complaints, conducting internal audits, arranging for legal and accounting services, and general business management.

To business associates. We contract with companies that perform services for us and need access to your information to do so — our website platform, our patient form and e-signature vendor, our video visit platform, our device manufacturer’s data portal, and our billing and payment processors. Each of these has signed a written agreement requiring it to protect your information to the same standard we do.

Appointment reminders and health information. We may contact you to remind you of a scheduled visit, to tell you your device has shipped, or to describe treatment options and other health-related benefits that may interest you.

As required by law. We will disclose your information when federal, state, or local law requires it.

Public health activities. We may disclose information to a public health authority to prevent or control disease, to report reactions to medications or problems with medical devices, and to notify people who may have been exposed to a disease.

Health oversight. We may disclose information to agencies overseeing the health care system, including for audits, investigations, inspections, and licensure.

Abuse, neglect, or domestic violence. We may notify the appropriate government authority if we believe a patient has been the victim of abuse, neglect, or domestic violence.

Lawsuits and disputes. We may disclose information in response to a court or administrative order, and in response to a subpoena or discovery request if efforts have been made to notify you or to obtain a protective order.

Law enforcement. We may disclose information for law enforcement purposes as permitted by law, including to identify or locate a suspect or missing person, to report a crime, or in response to a valid legal process.

Serious threat to health or safety. We may use or disclose your information when necessary to prevent a serious and imminent threat to your health or safety or the health or safety of others.

Workers' compensation. We may disclose information as authorized by workers' compensation laws.

Coroners, medical examiners, funeral directors, and organ donation. We may disclose information as permitted by law for these purposes.

Research. We may use or disclose your information for research that has been approved by an institutional review board or privacy board, or in limited preparatory circumstances. We do not currently participate in research.

Military, national security, and correctional institutions. We may disclose information as required for these specific circumstances defined by law.

Uses and disclosures that require your written authorization

The following always require your signed authorization, which you may revoke in writing at any time except to the extent we have already acted on it:

- Most uses and disclosures of psychotherapy notes
- Uses and disclosures for marketing purposes
- Disclosures that constitute a sale of your health information
- Uses and disclosures of your testimonial, photograph, name, or story in our advertising or on our website
- Any other use or disclosure not described in this notice

We do not sell your protected health information, and we do not use it for advertising or marketing that is paid for by a third party.

Special note about our website and tracking technologies

Health information can be created simply by visiting certain web pages. We take this seriously.

We do not run advertising pixels, analytics scripts, chat widgets, session recording tools, or social media tracking technologies on any page where you enter health information, register for care, complete a questionnaire, or make a payment. This includes tools operated by Meta, Google, TikTok, LinkedIn, and similar companies.

Our general marketing pages may use limited analytics to count visits and improve the site. Those pages do not collect health information.

Your rights regarding your health information

Right to inspect and copy. You may inspect and obtain a copy of your health information, including in an electronic format if we maintain it electronically. Request it by email at support@gethypnos.com or by fax at 571-701-2769. We will respond within 30 days. We may charge a reasonable, cost-based fee for copies. In limited circumstances we may deny a request, and you may have that denial reviewed.

Right to request an amendment. If you believe information in your record is incorrect or incomplete, you may ask us in writing to amend it, stating the reason. We may deny the request if the information was not created by us, is not part of the record we maintain, is not part of the information you would be permitted to inspect, or is accurate and complete. If we deny it, you may submit a statement of disagreement, which we will include in your record.

Right to an accounting of disclosures. You may request a list of certain disclosures we made of your information in the six years before your request. This does not include disclosures for treatment, payment, or health care operations, disclosures you authorized, or several other categories. The first accounting in any 12-month period is free.

Right to request restrictions. You may ask us to restrict how we use or disclose your information for treatment, payment, or health care operations, or to a family member or friend. We are not required to agree, except in one case: if you pay for a service in full out of pocket and ask us not to disclose information about that service to a health plan for payment purposes, we must agree. Since Hypnos is entirely cash-pay and does not bill insurers, this restriction is effectively our default.

Right to receive your records by unsecured email. You may ask us to send your health information, including your sleep study report, to an ordinary email address. We will honor that request after telling you the risks.

Unencrypted email can be intercepted, misdirected by a typing error, or read by anyone with access to your inbox, including a family member or an employer. Once a message leaves our systems we cannot recall it. You may withdraw this request at any time, and you may instead ask for delivery by fax to a provider you name, or by postal mail to you.

Right to request confidential communications. You may ask us to contact you in a specific way or at a specific address — for example, only by mobile phone, or only at a work address. We will accommodate reasonable requests and will not ask you why.

Right to a paper copy of this notice. You may request a paper copy at any time, even if you agreed to receive it electronically. Email support@gethypnos.com and we will mail one.

Right to be notified of a breach. We will notify you if a breach occurs that compromises the privacy or security of your unsecured health information.

Right to 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 verify their authority before acting.

Changes to this notice

We reserve the right to change this notice and to make the revised notice effective for information we already have as well as information we receive in the future. The current notice is always posted at gethypnos.com with its effective date. We will provide a copy on request.

Complaints

If you believe your privacy rights have been violated, you may file a complaint with us or with the federal government. **We will not retaliate against you for filing a complaint, and filing one will not affect your care.**

To complain to us: email support@gethypnos.com or fax 571-701-2769, addressed to the Privacy Officer. Email and fax reach us fastest. You may also write to Privacy Officer, Hypnos Health, Inc., 11166 Fairfax Blvd, Suite 500, Fairfax, VA 22030, though postal mail takes longer to reach us. We will acknowledge your complaint within five business days and respond substantively within 30 days.

To complain to the federal government: U.S. Department of Health and Human Services, Office for Civil Rights, 200 Independence Avenue SW, Washington, D.C. 20201. Call 1-877-696-6775 or file online at www.hhs.gov/ocr/privacy/hipaa/complaints/.

Contact

Zachary Adams, MD — Privacy Officer Harrison Gimbel, MD — Security Officer Hypnos Health, Inc. 11166 Fairfax Blvd, Suite 500, Fairfax, VA 22030 support@gethypnos.com · 804-214-6604 · fax 571-701-2769

The fastest way to reach us about anything in this notice is email or fax. Our Fairfax address is a registered business address used for legal notices; postal mail reaches us less quickly than electronic contact.

DOCUMENT 2 — Website Privacy Policy

HYPNOS HEALTH, INC. — PRIVACY POLICY

Effective Date: September 1, 2026 · Last Updated: August 10, 2026

This policy explains how Hypnos Health, Inc. handles information collected through gethypnos.com. If you are or become our patient, the health information we hold about you is governed by our **Notice of Privacy Practices** and by HIPAA, not by this policy. Where the two documents differ, the Notice of Privacy Practices controls for health information.

What we collect

Information you give us. If you contact us through our general inquiry form, we collect your name, email address, and whatever you choose to write. Our inquiry form asks you not to include medical details, and we ask you to honor that. If you call or text, we have your phone number and the content of your message.

Information collected automatically on marketing pages. On our general marketing pages we collect the same basic technical information every website receives: your IP address, browser type and version, device type, operating system, the pages you viewed, how long you spent, and the site you arrived from. We use this to keep the site working and to understand which pages people find useful.

Information we do not collect through this website. We do not use advertising pixels, remarketing tags, social media trackers, session replay tools, chat widgets, or third-party analytics on any page where you register, enter health information, complete a questionnaire, or pay. Those pages are deliberately kept free of third-party scripts.

Cookies

Our marketing pages use two kinds of cookies. **Strictly necessary cookies** keep the site functioning and cannot be turned off. **Analytics cookies** count visits in aggregate. You can refuse analytics cookies through the banner shown on your first visit, or disable cookies in your browser settings. Refusing analytics cookies does not limit your ability to use the site or to become a patient.

Our registration, questionnaire, and payment pages set only strictly necessary cookies.

Do Not Track

Some browsers send a Do Not Track signal. There is no industry consensus on how to respond to it. Because we do not conduct cross-site tracking or behavioral advertising, our practices are already consistent with what Do Not Track asks for.

How we use information

We use the information described above to respond to your questions, to operate and improve the website, to keep it secure, to detect fraud and abuse, and to comply with law. **We do not sell your personal information, we do not share it with data brokers, and we do not use it for targeted advertising.**

Who we share it with

Service providers. Our website host, our email provider, our patient form and e-signature vendor, our video visit platform, and our payment processor. Each receives only what it needs. Every vendor that handles health information has signed a HIPAA business associate agreement with us.

Payments. Payments are processed by Stripe. Stripe receives your card details directly; we never see or store your full card number. Stripe’s handling of your information is governed by Stripe’s own privacy policy.

Legal requirements. We disclose information when required by law, subpoena, court order, or other legal process, and when necessary to protect our rights, safety, or property or that of others.

Business transfers. If Hypnos is acquired, merged, or reorganized, information may transfer as part of that transaction. Health information would remain subject to HIPAA and to the Notice of Privacy Practices in the hands of any successor.

Security

We use encryption in transit and at rest for health information, access controls limiting information to workforce members who need it, multi-factor authentication on administrative accounts, and audit logging. No system is perfectly secure, and we cannot guarantee absolute security, but we take reasonable and appropriate measures and we review them regularly.

How long we keep information

Website inquiry messages are retained for two years. Patient records are retained for at least ten years from the date of last service, which is the longest retention period generally applicable across the states in which we are licensed. We apply that period to all patients regardless of where they live. Records of minors are retained for at least ten years past the age of majority.

Your choices and rights

You may ask us what personal information we hold about you, ask us to correct it, ask us to delete it, opt out of marketing emails using the unsubscribe link in any message, and opt out of text messages by replying STOP. Email support@gethypnos.com.

Residents of California, Colorado, Connecticut, Virginia, Utah, and other states with comprehensive privacy laws have additional rights, including the right to know what personal information is collected and to whom it is disclosed, the right to correct or delete it, the right to opt out of sale or targeted advertising, and the right to be free from discrimination for exercising these rights. **We do not sell personal information or use it for targeted advertising, so there is nothing for you to opt out of on that front.** To exercise any right, email support@gethypnos.com. We will verify your identity before responding and will respond within the timeframe your state's law requires. You may designate an authorized agent to act for you. If we deny your request you may appeal by replying to our response, and we will review the appeal within 45 days.

Information governed by HIPAA is exempt from most state privacy laws; for that information, use the rights described in our Notice of Privacy Practices instead.

Children

Our services are for adults 18 and older. We do not knowingly collect information from children under 13. If you believe a child has provided us information, email support@gethypnos.com and we will delete it.

People outside the United States

Hypnos serves patients in the United States only. Our services are not directed to anyone outside the United States, and information is stored and processed in the United States.

Changes

We may update this policy. The effective date at the top will change, and material changes will be announced on the website for at least 30 days.

Contact

Hypnos Health, Inc. · 11166 Fairfax Blvd, Suite 500, Fairfax, VA 22030 · support@gethypnos.com · 804-214-6604

DOCUMENT 3 — Terms of Use

HYPNOS HEALTH, INC. — TERMS OF USE

Effective Date: September 1, 2026

By using gethypnos.com you agree to these terms. If you do not agree, do not use the site.

1. This website is not medical advice

The content on this website — including our articles, frequently asked questions, and the sleep apnea risk check — is general health information for education. It is not medical advice, it is not a diagnosis, and it does not create a physician-patient relationship. A physician-patient relationship with Hypnos begins only when you register as a patient, a Hypnos physician accepts you for care, and you sign our Consent to Telehealth Services.

If you are having a medical emergency, call 911. Do not use this website.

2. About the risk check

The sleep apnea risk check on our website is an educational screening tool using original wording based on well-established clinical risk factors. It is not a validated diagnostic instrument, it is not scored or reviewed by a physician, and its result means nothing about whether you actually have sleep apnea. A low score does not rule out sleep apnea and a high score does not diagnose it. Your answers are processed entirely within your own web browser. They are not transmitted to us, not stored, and not associated with you.

3. Who may use our services

You must be 18 or older, physically located in the United States, and able to enter a binding contract. Our physicians can treat you only in states where they hold a license and where you are physically located at the time of service. You agree to tell us truthfully where you are.

4. Accurate information

The medical care we provide depends on what you tell us. You agree that the information you give us is true and complete to the best of your knowledge, and that you will tell us promptly if it changes. Giving us false or incomplete information can lead to an unsafe recommendation. We may decline or discontinue care if we learn you have given us materially false information, without refund for services already provided.

5. What we provide, and what we do not

Hypnos provides sleep medicine evaluation, home sleep apnea testing, interpretation, treatment recommendations, and CPAP management by telehealth. Hypnos does not provide primary care, emergency care, urgent care, after-hours coverage, in-person examination, or 24-hour monitoring. Hypnos does not prescribe controlled substances, including stimulants and sedative-hypnotic sleep medications. Hypnos is not a durable medical equipment supplier and does not sell CPAP machines, masks, supplies, or oral appliances.

6. Prices and payment

Home sleep apnea test with physician interpretation: **$200.** Any video visit, of any type: **$150.** Payment is due at the time of ordering. Payment is processed by Stripe. Refunds are governed by our Financial Agreement, which is part of your patient paperwork.

7. Communications

By giving us your phone number you consent to receive calls and text messages from us about your care, including appointment reminders and shipping notifications. Message and data rates may apply. Reply STOP to opt out of texts; opting out may mean you miss time-sensitive information about your care. We do not include clinical details in text messages.

Email and text are not secure. Do not send us health information by ordinary email or text. Use the secure patient forms and our secure messaging instead.

8. Intellectual property

The text, design, layout, graphics, and code of this website are owned by Hypnos Health, Inc. and protected by copyright. You may view and print pages for your own personal, non-commercial use. You may not copy, republish, scrape, mirror, or use our content commercially without written permission. “Hypnos” and “Sleep Apnea. Simplified.” are marks of Hypnos Health, Inc. WatchPAT and ZOLL Itamar are marks of their respective owners and are used here to identify the device we use.

9. Acceptable use

You agree not to attempt to gain unauthorized access to any part of the site or our systems, probe or scan for vulnerabilities, interfere with the site’s operation, use automated tools to scrape it, impersonate another person, submit false information, or use the site for any unlawful purpose.

10. Links to other sites

We may link to websites we do not control, including our equipment partners and public health resources. We are not responsible for their content, accuracy, or privacy practices.

11. Disclaimer of warranties

The website is provided “as is” and “as available.” To the fullest extent permitted by law, Hypnos disclaims all warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement, and does not warrant that the website will be uninterrupted, secure, or error-free.

This disclaimer applies to the website only. It does not limit our obligations as your physicians, and nothing in these terms limits or excludes liability for professional negligence, personal injury, death, or fraud, or any other liability that cannot be excluded by law.

12. Limitation of liability

To the fullest extent permitted by law, Hypnos is not liable for indirect, incidental, special, consequential, or punitive damages arising from your use of the website. Our total liability arising from your use of the website is limited to the amount you paid us in the twelve months before the claim.

Again: this limitation applies to your use of the website. It does not apply to claims arising from the medical care we provide.

13. Indemnification

You agree to indemnify Hypnos against claims arising from your breach of these terms or your misuse of the website. This does not apply to claims arising from our medical care or our own negligence.

14. Governing law and disputes

These terms are governed by the laws of Virginia, without regard to conflict of law rules. Disputes about the website will be brought in the state or federal courts located in Virginia.

This section applies to disputes about the website only. Claims relating to medical care are governed by the law of the state where you were located when you received care, and by that state’s rules for medical malpractice claims, including any applicable pre-suit requirements. Nothing in these terms waives your right to bring a malpractice claim, requires you to arbitrate one, or shortens any statute of limitations.

15. Changes

We may change these terms. The effective date will change and the current version is always posted here. Continuing to use the site after a change means you accept the revised terms.

16. Severability and entire agreement

If any provision is found unenforceable, the rest remains in effect. These terms, together with the Privacy Policy and Notice of Privacy Practices, are the entire agreement between you and Hypnos regarding the website. Your patient paperwork governs your care.

17. Contact

Hypnos Health, Inc. · 11166 Fairfax Blvd, Suite 500, Fairfax, VA 22030 · support@gethypnos.com · 804-214-6604

DOCUMENT 4 — Consent to Telehealth Services

HYPNOS HEALTH, INC. — CONSENT TO TELEHEALTH SERVICES

I am requesting medical care from Hypnos Health, Inc. delivered by telehealth. I have read the following and I agree to it.

1. What telehealth means here. My care will be delivered remotely. It includes an online health questionnaire reviewed by a physician, a home sleep apnea test I perform myself at home, and video or telephone visits. I will not be physically examined.

2. Who is treating me. My care is provided by a physician licensed in the state where I am physically located at the time of service. I will tell Hypnos if I move, and I will tell my physician if I am in a different state at the time of a visit. If I am outside the United States, Hypnos cannot treat me.

3. Benefits. Telehealth gives me access to a board-certified sleep medicine physician without travel, without a referral, without a waiting list, and without an overnight stay in a sleep laboratory.

4. Limits and risks of telehealth. My physician cannot examine me in person. Information may be missing, incomplete, or misunderstood in a way that would not happen face to face. A home sleep apnea test records fewer signals than an in-laboratory study and can miss or underestimate sleep apnea, particularly if I sleep poorly on the test night, remove the device, or have other medical conditions. My physician may determine that a home test is not appropriate for me, that my results are inconclusive, or that I need an in-laboratory study or an in-person evaluation. **A normal or negative result does not rule out sleep apnea or other sleep disorders.** If my symptoms continue despite a normal test, I will tell my physician.

5. Technology and its risks. Technology can fail. Video may drop, audio may cut out, and data may fail to upload. Although Hypnos uses encrypted, HIPAA-compliant systems, no electronic transmission can be guaranteed completely secure, and there is a small risk that information could be intercepted or accessed without authorization.

6. Privacy on my end. I am responsible for the privacy of my own surroundings during a video visit. I will take the visit somewhere I am comfortable speaking freely, and I understand that anyone who can hear me may hear private information about my health.

7. This is not emergency care. Hypnos does not provide emergency or urgent care, does not monitor messages around the clock, and does not provide after-hours coverage. **If I am having a medical emergency, I will call 911 or go to the nearest emergency department.**

8. Recording. Hypnos does not record visits. I will not record a visit without my physician’s written consent.

9. My rights. My participation is voluntary. I may withdraw this consent, refuse telehealth, or stop a visit at any time and seek in-person care instead, without affecting my right to future care. Withdrawing consent does not entitle me to a refund for services already provided.

10. Records. My telehealth care generates a medical record maintained by Hypnos and protected under HIPAA. I may request a copy at any time.

11. Coordination with my other doctors. Hypnos is not my primary care provider and does not manage conditions outside sleep medicine. I will maintain a relationship with a primary care provider. I understand Hypnos strongly recommends that my results be shared with that provider and that I may authorize this at any time.

12. Prescriptions. Hypnos does not prescribe controlled substances, including sleep medications and stimulants.

13. Payment. I understand Hypnos does not bill insurance and that I am responsible for payment in full. This is described in the Financial Agreement, which I am also signing.

☐ I have read this consent, I have had the opportunity to ask questions, and I agree to receive care by telehealth from Hypnos Health, Inc.

Patient signature _____ Printed name _____ Date _____

If signed by a legal representative: name _____ relationship _____ legal authority _____

DOCUMENT 5 — Consent for Home Sleep Apnea Testing

HYPNOS HEALTH, INC. — CONSENT FOR HOME SLEEP APNEA TESTING

1. What the device is. I will be sent a WatchPAT ONE, a single-use home sleep apnea test manufactured by ZOLL Itamar and cleared by the U.S. Food and Drug Administration for this purpose. It records signals from a wrist unit, a finger probe, and a chest sensor while I sleep.

2. A physician orders this test. A home sleep apnea test is a prescription medical device. A board-certified sleep medicine physician employed by Hypnos will review the information I provide and decide whether this test is appropriate for me before it ships. I understand that Hypnos will not ship a device that a physician has not ordered.

3. What I need to do. I will follow the instructions provided, wear the device for one full night of sleep, and upload my data using the smartphone application in the morning. I understand that failing to wear it correctly, removing it during the night, sleeping only a short time, or failing to upload the data may make my study unusable.

4. If my study fails. If my study cannot be interpreted because of a technical failure of the device, Hypnos will send a replacement at no charge. If it cannot be interpreted because I did not follow the instructions, a replacement device is charged at the standard $200 rate. My physician determines which applies and will explain the decision to me.

5. What this test cannot do. This test screens for obstructive sleep apnea. It is not designed to diagnose central sleep apnea, narcolepsy, periodic limb movement disorder, REM sleep behavior disorder or other parasomnias, seizure disorders, or cardiac arrhythmias occurring during sleep. It can produce a falsely normal result. If my symptoms continue despite a normal test, I will contact Hypnos, and further testing may be recommended.

6. Circumstances where a home test may not be right for me. I understand that a home sleep apnea test may be inappropriate or unreliable if I have significant heart failure, significant lung disease, use supplemental oxygen, take opioid medications, may have central sleep apnea, have a neuromuscular disease, have a suspected seizure disorder or narcolepsy, or am pregnant. I have answered Hypnos's questions about these conditions truthfully. If my physician determines a home test is not appropriate, Hypnos will refund my payment in full and recommend what to do instead.

7. Disposal. The device is single-use and there is no return shipping. I will dispose of or recycle it as directed in the kit. It contains electronic components and a battery.

8. Results. A board-certified sleep medicine physician will interpret my study and send me the report together with a plain-language explanation of what it shows. **My results belong to me and are released to me whether or not I book a follow-up visit.** I may take my report to my own primary care provider or any other clinician, and Hypnos will send a copy to any provider I name. A follow-up video visit with the interpreting sleep physician is available for $150 and is **optional** — it is the route to a CPAP prescription from Hypnos and to a detailed discussion of treatment options, but it is not required and my results are not withheld pending it. I may obtain a copy of my complete record at any time by request.

8a. A normal result is not a discharge. I understand that if my symptoms continue after a normal or borderline study, that matters, and I should raise it with Hypnos or with my own physician rather than assuming the question is settled.

8b. It is my responsibility to act on my results. I understand that Hypnos delivers my report by email and **does not telephone me about my results, including if they show severe sleep apnea.** If my report shows sleep apnea, it is my responsibility to follow up — with Hypnos, with my primary care provider, or with another sleep physician. Untreated obstructive sleep apnea is associated with high blood pressure, heart rhythm problems, stroke, and drowsy driving. **If my report recommends prompt follow-up, I will arrange it promptly.**

9. Timing. A Hypnos physician reviews my order within **24 business hours** of my completing the questionnaire. My kit ships within about 48 hours of that review. After my data uploads, my interpreted report is emailed to me within **48 business hours**. These are targets, not guarantees — shipping delays and device failures can extend them.

10. Refunds. If a physician reviews my information and determines a home sleep test is not appropriate for me, I receive a full refund. **Once a device has shipped, the $200 fee is non-refundable.**

☐ I have read and understood the above and I consent to home sleep apnea testing.

Patient signature _____ Printed name _____ Date _____

DOCUMENT 6 — Financial Agreement

HYPNOS HEALTH, INC. — FINANCIAL AGREEMENT

1. We do not bill insurance. Hypnos Health, Inc. is a cash-pay practice. We do not bill Medicare, Medicaid, Tricare, VA, or any commercial insurance for testing or physician visits, and we are not in network with any plan. I am responsible for payment in full at the time of service.

2. Prices.

Service	Price
Home sleep apnea test, including device and physician interpretation	**$200**
Any video visit — first visit, results review, or annual CPAP follow-up	**$150**

There are no facility fees, interpretation fees, scheduling fees, or add-on charges from Hypnos. These prices are the whole list.

3. Payment. Payment is due when I place my order and is processed by Stripe. Hypnos does not store my card number.

4. What is not included. CPAP machines, masks, tubing, filters, humidifiers, replacement supplies, and oral appliances are **not** provided by Hypnos and are **not** included in these prices. They are supplied and billed separately by a durable medical equipment company or a dentist. That company may bill my insurance or may charge me directly. Hypnos does not control those charges and receives no part of them. Any in-laboratory sleep study, imaging, or laboratory work my physician recommends is also billed by the facility that provides it.

5. Superbills. On request, Hypnos will provide an itemized receipt, sometimes called a superbill, that I may submit to my own insurer, health savings account, or flexible spending account administrator. **Hypnos does not guarantee reimbursement, and most insurers do not reimburse out-of-network cash-pay telehealth.**

6. If I want insurance to cover CPAP later. Insurers generally require documentation of a physician evaluation and a qualifying diagnostic study before paying for equipment. If no physician has referred me for a sleep study, Hypnos recommends I book a $150 visit before testing so that documentation exists. **Hypnos cannot guarantee that any insurer will accept its documentation or approve my equipment.**

7. Medicare, Medicaid, Tricare, and VA. Different federal rules apply to these programs. If I have any of them, I will contact Hypnos at 804-214-6604 before ordering so we can explain what applies to me. If I order without doing so and it turns out Hypnos cannot lawfully serve me on a cash basis, Hypnos will refund me in full.

8. Cancellations and missed visits. Visits cancelled or rescheduled with at least 24 hours' notice are refunded in full or rescheduled at no charge. Visits missed without notice, or cancelled within 24 hours, are charged in full. Hypnos will waive this charge once, for any reason, on request.

9. Refunds for testing. If a Hypnos physician reviews my information and determines a home sleep test is not appropriate for me, I receive a full refund. Once a device has shipped, the $200 fee is non-refundable. If a device fails for technical reasons, Hypnos replaces it at no charge rather than refunding.

10. Price changes. Hypnos may change its prices. The price I pay is the price shown when I place my order.

11. Collections. Because payment is taken at the time of service, Hypnos does not send accounts to collection agencies and does not report to credit bureaus.

12. Results are not held for payment. My sleep study results are released to me once interpreted. Hypnos does not withhold results to compel me to purchase a follow-up visit.

☐ I have read and agree to this Financial Agreement.

Patient signature _____ Printed name _____ Date _____

DOCUMENT 7 — Good Faith Estimate

Required for uninsured and self-pay patients under the federal No Surprises Act. Because Hypnos does not bill insurance, this applies to every patient. Deliver it before service and keep a copy for at least six years.

GOOD FAITH ESTIMATE OF EXPECTED CHARGES

Provided by: Hypnos Health, Inc. 11166 Fairfax Blvd, Suite 500, Fairfax, VA 22030 Tax ID: 85-0554845 support@gethypnos.com · 804-214-6604

Provided to: Patient name: _____ Date of birth: _____ Date issued: _____

Rendering providers: Zachary Adams, MD — NPI 1073956231 — Sleep Medicine Harrison Gimbel, MD — NPI 1184042723 — Sleep Medicine Both physicians practice by telehealth and are licensed in all 50 states and the District of Columbia.

Expected diagnoses (ICD-10): G47.33 obstructive sleep apnea, where confirmed. R06.83 snoring and G47.8 other specified sleep disorders are used while evaluation is in progress.

Expected services and charges:

Service	CPT	Description	Expected charge
Home sleep apnea test	95800	Unattended home sleep study — heart rate, oxygen saturation, and respiratory analysis by peripheral arterial tone — including device and interpretation by a board-certified sleep medicine physician	$200
New patient telehealth visit	99203	Video consultation with a board-certified sleep medicine physician, new patient	$150
Established patient telehealth visit	99213	Video consultation with a board-certified sleep medicine physician, established patient — results review or annual CPAP follow-up	$150
Total expected for a complete standard episode of care		Home sleep test alone, with results emailed	**$200**

A follow-up visit is optional. Your interpreted report is emailed to you whether or not you book one. If you choose a visit before testing, or a results visit afterward, add $150 for each. A common total is $200 (test only) or $350 (test plus one visit).

Billing codes. Hypnos does not submit claims to any insurer, so no claim is generated. If you request an itemized receipt to submit to your own insurer, health savings account, or flexible spending account, Hypnos will include the CPT and ICD-10 codes above on that receipt. Telehealth visits are reported with place-of-service code 10 (telehealth in the patient's home) and modifier 95.

What this estimate does not include. This estimate covers only services provided by Hypnos Health, Inc. It does **not** include:

- CPAP machines, masks, tubing, filters, humidifiers, or replacement supplies
- Oral appliances or dental services
- In-laboratory sleep studies
- Laboratory tests or imaging
- Services from your primary care provider or any other clinician

Those providers and facilities must give you their own separate Good Faith Estimate on request.

Replacement devices. If your study cannot be interpreted because instructions were not followed, a replacement device is $200. If the device fails for technical reasons, the replacement is free.

This is an estimate, not a bill and not a contract. It reflects the services reasonably expected at the time it was issued. You may receive additional recommendations that change your total cost. **You are not required to obtain any of the services listed.**

Your rights. You have the right to receive a Good Faith Estimate for the total expected cost of any non-emergency items or services. If you receive a bill that is at least $400 more than this Good Faith Estimate, you may be able to dispute it through the federal patient-provider dispute resolution process. You must start that process within 120 calendar days of the date on your bill. Keep a copy of this estimate.

For questions or more information about your right to a Good Faith Estimate, visit **www.cms.gov/nosurprises** or call **1-800-985-3059**.

☐ I have received and read this Good Faith Estimate.

Patient signature _____ Date _____

DOCUMENT 8 — Authorization to Release Health Information

HYPNOS HEALTH, INC. — AUTHORIZATION FOR RELEASE OF PROTECTED HEALTH INFORMATION

I, _____ (patient name), date of birth _____, authorize **Hypnos Health, Inc.** to use or disclose my protected health information as described below.

Release to: Name or organization: _____ Address, fax, or secure email: _____

Information to be released — check all that apply: ☐ Home sleep apnea test report ☐ Physician visit notes ☐ CPAP or oral appliance prescription and recommended settings ☐ Complete sleep medicine record ☐ Other, specifically: _____

Purpose — check one: ☐ Continuing care with another provider ☐ Obtaining CPAP equipment or an oral appliance ☐ Insurance, reimbursement, or health savings account claim ☐ Employer, Department of Transportation, or professional licensing requirement ☐ At my own request, for my own records ☐ Other: _____

I understand that:

- **This authorization is voluntary.** Hypnos will not condition my treatment, payment, enrollment, or eligibility for benefits on whether I sign it.
- The information released may include sensitive health information.
- Once information is disclosed, the person or organization receiving it may not be covered by HIPAA and may re-disclose it, at which point it may no longer be protected.
- **I may revoke this authorization at any time** by writing to Hypnos Health, Inc. at 11166 Fairfax Blvd, Suite 500, Fairfax, VA 22030 or emailing support@gethypnos.com. Revocation takes effect when received and does not apply to disclosures already made in reliance on it.
- I am entitled to a copy of this signed authorization.
- Hypnos does not receive payment from anyone in exchange for making this disclosure.

This authorization expires on: _____ *(Enter a date or an event. If left blank, this authorization expires one year from the date signed.)*

Patient signature _____ Printed name _____ Date _____

If signed by a personal representative: name _____ relationship to patient _____ description of legal authority _____

DOCUMENT 9 — Medicare, Medicaid, Tricare, and VA Policy

This replaces the Medicare Private Contract. That document required both physicians to formally opt out of Medicare, which you have correctly ruled out because it would end Medicare billing for you at your other positions as well.

Internal policy

Medicare and Medicare Advantage — decline. Hypnos Health, Inc. does not accept Medicare or Medicare Advantage beneficiaries as patients. Both Hypnos physicians are enrolled Medicare providers through other positions and have not opted out. Section 1848(g)(4) of the Social Security Act requires an enrolled, non-opted-out physician to submit claims to Medicare for covered services furnished to a beneficiary. A home sleep apnea test and a sleep medicine consultation are covered services.

On the beneficiary-refusal exception. CMS guidance recognizes one narrow exception: where a beneficiary, of their own free will, refuses to authorize submission of a claim, the physician is not required to submit one. **That exception does not support this business model, for two reasons.** First, the limiting charge continues to apply to the covered service even when no claim is submitted — Hypnos could collect only up to 115% of the non-participating fee schedule amount for the applicable locality and code, not its posted $200 and $150 prices. Second, a refusal presented on a checkout page as the condition of being served is not a refusal of the beneficiary's own free will; it is a condition of access, and systematizing it is the opposite of what the exception contemplates. Hypnos will not build a flow that routes Medicare beneficiaries into signing a refusal.

Any beneficiary who reaches checkout is refunded in full within one business day and given the referral language below.

Medicaid — decline. Rules on privately billing a Medicaid beneficiary vary across 51 jurisdictions, and in many states a covered service may not be billed privately at all even with the patient's written agreement. Until counsel has reviewed this state by state, Hypnos declines Medicaid beneficiaries and refunds in full.

Tricare — accept, with disclosure. Hypnos is not a Tricare-authorized provider. Tricare will not pay for our services and the patient is responsible for the full cash price. This is permitted. Tricare Prime beneficiaries who seek care outside the network without a referral may also affect their own point-of-service costs elsewhere, so we tell them to check with Tricare first.

VA — accept, with disclosure. Veterans may pay privately for care outside the VA system. VA Community Care requires prior authorization that Hypnos does not have, so the VA will not reimburse our services and the patient pays the full cash price.

Confirm all four with counsel before launch.

What the patient sees

Screening question, placed **before** payment on the order page:

> ***Do you have any of these types of coverage?*** *☐ Medicare (the red, white and blue card) ☐ Medicare Advantage — a plan from a private company that replaces Medicare, such as Humana, Aetna, or UnitedHealthcare ☐ Medicaid or a state medical assistance program ☐ Tricare or VA ☐ None of these — private insurance, or no insurance*
>
> *We ask because federal rules differ for these programs, and we'd rather sort it out before you pay than after.*

Spell out Medicare Advantage exactly like that. Many people with an Advantage plan answer no to a bare "do you have Medicare" question because their card says Humana.

Decline message — Medicare, Medicare Advantage, and Medicaid

> ***We're not able to see you at Hypnos, and we want to explain why honestly.***
>
> *Our physicians are enrolled Medicare providers through other positions where they see Medicare patients. Federal rules say that a physician in that position has to bill Medicare for covered services — they can't*

> *accept cash instead, and there's no form you could sign that would change it. A home sleep test is a covered service.*
>
> *This isn't about you or about your ability to pay. It's a rule about us.*
>
> ***Here's what we'd suggest instead.*** *Ask your primary care doctor for a referral for a home sleep apnea test. Most sleep labs and many primary care offices can order one, Medicare generally covers it, and you'd likely pay far less than our $200. You can also search for a sleep center near you at sleepeducation.org, run by the American Academy of Sleep Medicine.*
>
> *If you've already paid, your refund is processed within one business day. Questions: 804-214-6604.*

That message costs you a sale and earns you the benefit of the doubt. Send it as written.

Disclosure message — Tricare and VA

> ***You can be seen here, but Tricare/VA won't pay for it.***
>
> *Hypnos isn't a Tricare-authorized or VA Community Care provider, so these services are full cash price — $200 for the test, $150 for a visit — with no reimbursement. If you'd rather use your benefit, ask your primary care manager or your VA care team for a referral instead. If you'd rather move quickly and pay out of pocket, continue.*
>
> ***[I understand, continue] [Take me back]***

Refund handling

Refund in full within one business day, no questions asked, using the original payment method. Send written confirmation. Do not attempt to convert the patient to a different service.

Where each document lives

Document	Public web page	Signed by patient	When
1. Notice of Privacy Practices	Yes — `/privacy-practices`	Acknowledgment only	At registration
2. Privacy Policy	Yes — `/privacy`	No	—
3. Terms of Use	Yes — `/terms`	No	—
4. Consent to Telehealth	No	Yes	Before first service
5. Consent for Home Sleep Apnea Testing	No	Yes	Test orders only
10. Results delivery choice	No	Yes — one checkbox	With the agreement
6. Financial Agreement	No	Yes	Before first service
7. Good Faith Estimate	Yes — `/good-faith-estimate`	Acknowledgment	Before first charge
8. Authorization to Release	No	Yes	As needed
9. Medicare / Medicaid / Tricare / VA policy	Screening question before payment	No signature	At checkout

Documents 4, 5, 6, and 7 should present as one continuous flow with a single signature page at the end. A patient should sign once, not four times.

Two things to configure in your form vendor. Set the base font to at least 14 pixels — the Medicare private contract has a legal requirement that print be large enough to read comfortably, and it is good practice for the rest. And configure email notifications to say only that a new submission is ready, never to include the submission contents.