



AMERICAN
SLEEP
DENTISTRY



Patient Packet

Patient Packet

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1.0 Notice of Privacy Practices

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.

Privacy Promise

American Sleep Dentistry (“ASD”) understands that your medical and health information is personal. Protecting your health information is important. We follow strict federal and state laws that require us to maintain the confidentiality of your health information.

How We Use Your Health Information

When you receive care from American Sleep Dentistry, we may use your health information for treating you, billing for services, and conducting our normal business known as healthcare operations. Examples of how we use your information include:

Treatment – We keep records of the care and services provided to you. Healthcare providers use these records to deliver quality care to meet your needs. For example, your doctor may share your health information with a specialist who will assist in your treatment.

Payment – We keep billing records that include payment information and documentation of the services provided to you. Your information may be used to obtain payment from you, your insurance company, or other third party. We may also contact your insurance company to verify coverage for your care or to notify them of upcoming services that may need prior notice or approval. For example, we may disclose information about the services provided to you to claim and obtain payment from your insurance company or Medicare.

Healthcare Operations – We use health information to improve the quality of care, train staff and students, provide customer service, manage costs, conduct required business duties, and make plans to better serve our communities. For example, we may use your health information to evaluate the quality of treatment and services provided by our physicians, nurses, and other healthcare workers.

Other Services We Provide

We may also use your health information to:

- Recommend treatment alternatives;
- Tell you about health services and products that may benefit you;
- Share information with third parties who assist us with treatment, payment, and healthcare operations. Our business associated must protect your information by following our privacy practices;
- Remind you of an appointment (if you do not wish to be reminded, notify the scheduler);

And

More Information

For more information about the practices and rights described in this notice:

- Visit our website at www.AmericanSleepDentistry.com
- Contact us at 800.555.1518

Sharing Your Health Information

There are limited situations when we are permitted or required to disclose health information without your signed authorization. These situations are:

- For public health purposes such as reporting communicable diseases, work-related illnesses, or other diseases and injuries permitted by law; reporting births and deaths; and reporting reactions to drugs and problems with medical devices;
- To protect victims of abuse, neglect, or domestic violence;
- For health oversight activities such as investigations, audits, and inspections;
- For lawsuits and similar proceedings;
- When otherwise required by law;
- When requested by law enforcement as required by law or court order;
- To coroners, medical examiners, and funeral directors;
- For organ and tissue donation;
- For research approved by our review process under strict federal guidelines;
- To reduce or prevent a serious threat to public health and safety;
- For workers' compensation or other similar programs if you are injured at work; and
- For specialized government functions such as intelligence and national security.

All other uses and disclosures, not described in this notice, require your signed authorization. You may revoke your authorization at any time with a written statement. However, American Sleep Dentistry may not be able to reverse the use or disclosure of your health information while your authorization was in effect.

Our Privacy Responsibilities

American Sleep Dentistry is required by law to;

- Maintain the privacy of your health information;
- Provide this notice that describes the ways we may use and share your health information; and
- Follow the terms of the notice currently in effect.

We reserve the right to make changes to this notice at any time and make new privacy practices effective for all information we maintain. Current notices will be posted in American Sleep Dentistry facilities and on our website, www.AmericanSleepDentistry.com . You may also request a copy of any notice from the American Sleep Dentistry Privacy Office.

Your Individual Rights

You have the right to:

- Request restrictions on how we use and share your health information. We will consider all requests for restrictions carefully but are not required to agree to any restriction;
- Request that we use a specific telephone number or address to communicate with you;
- *Request to inspect and copy your health information, including medical and billing records. Fees may apply. Under limited circumstances, we may deny you access to a portion of your health information and you may request a review of the denial;
- *Request corrections or additions to your health information;
- *Request an accounting of certain disclosures of your health information made by us. The accounting does not include disclosures made for treatment, payment, and healthcare operations and some disclosures required by law. Your request must state the period of time desired for the accounting, which must be within the six years prior to your request and exclude dates prior to April 14, 2003. The first accounting is free but a fee will apply if more than one request is made in a 12-month period; and
- Request a paper copy of this notice even if you agree to receive it electronically.

Requests marked with a star (*) must be made in writing. Contact the American Sleep Dentistry Privacy Office for the appropriate form for your request.

Our Organization

This notice describes the privacy practices of American Sleep Dentistry, LLC (referred to as “American Sleep Dentistry” in this Notice) including healthcare facilities and services, as well as the American Sleep Dentistry employees and volunteers at those facilities. This notice also describes the privacy practices of affiliated providers while they are performing services in an American Sleep Dentistry facility, unless they provide you with a notice of their specific privacy practices. Affiliated providers are not employed by American Sleep Dentistry but are either authorized to provide services to patients in an American Sleep Dentistry facility or are approved participants on the panel of Select Health’s providers.

Contact Us

If you would like further information about your privacy rights, are concerned that your privacy rights have been violated, or disagree with a decision that we made about access to your health information, contact:

American Sleep Dentistry
 76 West Harding Avenue
 Cedar City, Utah 84720
 800.555.1518
 Email: privacy@AmericanSleepDentistry.com

We will investigate all complaints and will not retaliate against you for filing a complaint. You may also file a written complaint with the Office of Civil Rights of the U.S. Department of Health and Human Services.

MEDICARE DMEPOS SUPPLIER STANDARDS

Note: This 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, with visible signage. 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.
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.

2.0 Terms and Conditions

Local Dentist

ASD contract with a dentist to perform telehealth appointments (“Telehealth Dentists”) and dentists within 50 miles of you (“Local Dentist”). Local Dentists and Telehealth Dentists are independent contractors and are not agents or employees of ASD

Taking Impression, Fitting & Adjusting Services

Telehealth Dentists and/or Local Dentists will take an impression of your teeth. Telehealth Dentist and / or Local Dentist will fit and adjust your sleep appliances (“Fitting Services”) and ASD pays expenses associated with Fitting Services for the first 90 days.

Sleep Appliances

ASD provides 7 FDA cleared sleep appliances for the treatment of sleep apnea and 1 PDAC approved sleep appliance. If ASD is being reimbursed by Medicare, patient will use the ASD’s PDAC approved sleep appliance.

Acceptance by ASD

American Sleep Dentistry only agrees to send you the product only after ASD has verified that your insurance or Medicare cover the oral appliance, sleep study and/or CPAP.

Oral Appliance Use

You agree to the following terms prior to using the oral appliance:

- American Sleep Dentistry only guarantees that which is in writing (no implied guarantees) and does not guarantee against tooth sensitivity, movement of teeth, teeth problems, nor against failure of the post office.
- You have reviewed and agree to these Terms and Conditions outlined in this packet.
- You have reviewed and agree to our Privacy Policy found at www.americansleepdentistry.com/terms.html.
- Customer agrees that the total liability is limited to the amount of the product.

Indication of Use

The ASD’s Oral Appliances are intended for the reduction of nighttime snoring and mild to moderate obstructive sleep apnea (OSA) in individuals 18 years of age or older.

Principle of Operation: Once fitted to the patient, the device positions the lower jaw forward, preventing soft tissue of the throat from collapsing and obstructing the airway, therefore alleviating or reducing the symptoms of nighttime snoring and mild to moderate Obstructive Sleep Apnea (OSA).

Independent Contractors

You understand that most or all of the physicians, dentists, and possibly some non-physicians providing health care services to me are independent contractors and are not agents or employees of ASD. You will consider them independent contractors unless you receive notice that such individual is an agent or employee of ASD. You acknowledge and agree that ASD is not responsible or reliable for the judgment, conduct, actions, or inactions of independent contractors who treat or provide professional services to

you. You have had the opportunity to ask questions about employees and independent contractors and have had them satisfactorily answered.

Confidential Information

ASD complies with state and federal laws regarding patient confidentiality outlined in the Notice of Privacy Practices. The Notice of Privacy Practices may be revised at any time and you may ask to see a current copy of it at any time.

Assignment of Benefits

You authorize ASD, to request and directly collect all public and private insurance coverage benefits on my behalf, however you understand that it remains my responsibility to ensure that my bill is paid.

Financial Agreement

As the patient, or the authorized agent that is legally responsible to pay for the care of the patient, you will pay all applicable co-payments, deductibles, co-insurance, and all charges for non-covered services, regardless of the amount paid by insurance or any third-party payer.

Release of Information

You authorize ASD to obtain any information that is pertinent to my care from other agencies, hospitals, physicians, and other health care providers. You also authorize the release of any information about me needed to substantiate and process a claim for payment of health care or related services to the Tricare administrator, carriers or program administrators, Social Security Administration or its intermediaries, the state, or to any other applicable payer.

ABN

If based on Medicare coverage rules we believe Medicare will not pay for the services requested, you will receive an ABN. The ABN allows you to decide if you want the services in question and by signing indicates that you, as the patient, accepts the financial responsibility.

Reduction in Deductible and Co-insurance

By law, in order for ASD to reduce or waiver your deductible and/or co-insurance ASD must collect some information from you. If your income is below the stated income in the grid below, ASD may reduce your deductible and co-insurance.

Persons in Family	48 Contiguous States and D.C.	Alaska	Hawaii
1	\$32,670	\$40,800	\$37,620
2	44,130	55,140	50,790
3	55,590	69,480	63,960
4	67,050	83,820	77,130
5	78,510	98,160	90,300
6	89,970	112,500	103,470
7	101,430	126,840	116,640
8	112,890	141,180	129,810
For each additional person, add	11,460	14,340	13,170

3.0 Contact Information

Contact Us

If you have any questions about your product, you can contact us directly through email, phone, or in person.

By Email

sales@AmericanSleepDentistry.com

In Person

American Sleep Dentistry
76 W. Harding Avenue
Cedar City, UT 84720

By Phone

800.555.1518

Hours of Operation

Monday thru Friday 9:00 am to 5:00 pm MST

After Hours

You may contact us afterhours by calling 800.555.1518 ext 5.

Consent to Telehealth

I, hereby consent to engaging in telehealth with ASD Sleep. I understand that “telemedicine or telehealth” includes the practice of health care delivery, diagnosis, consultation, treatment, transfer of medical data, and education using interactive audio, video, or data communications. I understand that telehealth also involves the communication of my medical, both orally and visually, to health care practitioners.

I understand that I have the following rights with respect to telehealth:

- (1) I have the right to withhold or withdraw consent at any time without affecting my right to future care or treatment or risking the loss or withdrawal of any benefits to which I would otherwise be entitled.
- (2) The laws that protect the confidentiality of my medical information also apply to telehealth. As such, I understand that the information disclosed by me during my telehealth visit is generally confidential.
- (3) I understand that there are risks and consequences from telehealth, including, but not limited to, the possibility that: the transmission of my medical information could be disrupted or distorted by technical failures; the transmission of my medical information could be interrupted by unauthorized persons; and/or the electronic storage of my medical information could be accessed by unauthorized persons.
- (4) I understand that I may benefit from telemedicine, but that results cannot be guaranteed or assured.
- (5) I understand that I have a right to access my medical information and copies of medical records in accordance with the law.
- (6) In addition, I understand that if the dentist believes I would be better served by a face-to-face service, I will be referred to another health care provider who can provide such services in my area.
- (7) If you have an emergency, please Call 911. If it is not an emergency, you can call 800.555.1518.

4.0 Filing Grievances

Filing Grievances

If you have any complaints or grievances please email them to info@americansleepdentistry.com .

5.0 Warranty Information

Oral Appliance Warranty

American Sleep Dentistry provides a 5-year warranty on any Oral. ASD will fix or repair the Oral Appliance for 5 years from the date of the original purchase. If the product fails under conditions of normal use, American Sleep Dentistry will repair or replace, at its option, the Oral Appliance. This Limited Warranty does not cover any damage caused as a result of pet damage, improper use, abuse, modification or alteration of the product.

ASD will pay for the repair of the sleep appliance. This includes any lab fees and office visit with Local Dentist. For repairs, call ASD.

6.0 Oral Appliance Instructions / Cleaning Guide

ASD Anterior Oral Appliance Sleep Appliance

Fitting Anterior Sleep Appliance

Posterior/Anterior Adjustment



The appliance is preset with the lower jaw advanced 3mm.

1 Place the lower and upper appliances in mouth.

2 To advance the lower jaw, place the hex in the key hole and turn clockwise 360 degrees 2 times to advance 1mm.



3 To retract the lower jaw, place the hex in the key hole and turn counter clockwise 360 degrees 2 times to retract 1mm.

4 After each use, clean only with cold water and soap. Do not subject to heat. Do not use toothpaste or mouthwash as they will stain. Do not leave where pets have access to appliance.



5 Review and Store Patient Packet

Vertical Adjustment



1 Unscrew the 2 hex screws on the spacer found between the molars, and remove spacer

2 Select a thicker or thinner spacer and reattach with the 2 hex screws.

Mezzo Sleep Appliance

Posterior/Anterior Adjustment



The appliance was preset with the lower jaw advanced 3mm.



1. Put the lower and upper appliances in patient's mouth.
2. To advance the lower jaw, place the hex wrench in key hole on the left side and turn clockwise 360 degrees 3 times to advance 1mm. Ensure after turning key 3 turns, starting position of the handle is the same as the ending position of the handle. Repeat step 3 on the right side.



3. To retract the lower jaw, place the hex wrench in key hole on the left side and turn counter clockwise 360 degrees, 3 times to retract 1mm. Ensure after turning key 3 turns, starting position of the handle is the same as the ending position of the handle. Repeat step 3 on the right side.

4. After each use, clean only with cold soap water. Do not subject to heat. Do not use toothpaste or mouthwash as they will stain. Do not leave where pets have access to appliance.

5. Complete the Fitting & Adjusting Form and mail in prepaid envelope. If sleep appliance does not fit patient, take impression with provided impression kit and complete Fitting & Adjusting Form.

Vertical Adjustment



1. On the back, left of the appliance turn cap screw counter clockwise to remove. Repeat step on right side.



2. Slide upper tray back to disengage upper tray from lower tray.



3. Unscrew the 2 hex screws on the spacer found between the molars, and remove spacer.

4. Select a thicker or thinner spacer and reattach with the 2 hex screws. Repeat steps 3 through 4 on right side.



5. Reattach upper tray with lower tray by performing steps 1 and 3 in reverse.

ASD Sleep Appliance (PDAC Approved)



1
Pull the upper tray and lower tray apart from each other to disengage the white Dual Lock.



2
Put the lower tray and upper tray in your mouth.



3
Bring the bottom jaw forward to your liking and naturally bite down.



4
With the upper and lower oral appliance engaged by the white Dual Lock, insert the key into the holes on the side of the metal slides and rotate counter clockwise.



5
Continue to turn the key until the wider metal sleeve is topped by the collar on the smaller rod.



6
Clean only with cold soapy water. Do not use toothpaste or mouthwash as they will stain the appliance.

If the you continue to suffer from sleep apnea, repeat steps 1 through 5 and bring the lower jaw slightly more forward.

If your jaw becomes sore, repeats steps 1 through 5 and slightly bring the lower jaw back (loosen the metal slide with the key in step 4). If problems persist, contact your dentist.

7.0 Customer Satisfaction Survey

Customer Satisfaction Survey

In an effort to continuously improve our services, please take a few minutes to complete our survey and mail it back to us in the preaddressed envelope found on the next page.

Please rate each item on a scale from 1 – 5

1= Strongly Disagree

3=Somewhat Agree

4= Agree

2= Do Not Agree

5= Strongly Agree

N/A= Not Applicable---*You did not have this service and cannot rate it*

1. Our customer service phone staff were courteous and polite?

N/A 1 2 3 4 5

2. Dentist fit and adjust sleep appliance in a satisfactory manner?

N/A 1 2 3 4 5

3. Dentist office staff was pleasant and courteous?

N/A 1 2 3 4 5

4. Sleep appliance instructions were clear?

N/A 1 2 3 4 5

5. Sleep appliance is comfortable?

N/A 1 2 3 4 5

6. Sleep appliance was constructed to high standards?

N/A 1 2 3 4 5

6. You would refer us to your family or friends?

N/A 1 2 3 4 5

If there anything you want to tell us, good or bad, please use the lines below:

9.0 Prepaid Postage

To Mail the Customer Satisfaction Survey

You can mail your contract to us with the prepaid / preaddressed label below by following these steps:

1. Cut out prepaid label below.
2. Place the label squarely in the upper right corner of the envelope (you can put this on any sized envelope).
3. Do not write on the envelope or label.
4. Glue or tape the label securely onto the envelope.
5. Envelope may be given to your mail carrier, left in your mailbox for pick up, taken to your nearest post office, or dropped into a mail collection box.
6. American Sleep Dentistry will receive this packet in 3 to 5 business days.

