

# EDS (Electronic Dental Services) Electronic Claims License Agreement

This is a **LICENSE** from Electronic Dental Services ("EDS") to the practice named below ("Customer"), identified as:  
Practice Name/Principal Doctor's Name \_\_\_\_\_

**By installing, copying or otherwise using the EDS software, the Customer agrees to be bound by the terms and conditions of this agreement. If the Customer does not agree to these terms and conditions, do not install, copy or use the EDS software.**

EDS grants the Customer a license to use the EDS software for the sole purpose of recording, transmitting and/or receiving electronic health transactions.

EDS will send electronically all claims submitted by the Customer through the EDS software to the appropriate insurance carrier, directly or through affiliated clearinghouses, after said data has been edited and error-corrected and subject to limitations set by said insurance carriers and subject to electronic connection availability to carriers by EDS. All other claims will be printed to paper and mailed to the appropriate carrier via first class mail or faster.

EDS is not responsible for the insurance carrier processing of any dental or medical claims. No promise or guarantee exists between EDS and the Customer as to the time elapsed for processing of any claims by any carrier, nor that the carrier will process any claim in electronic or paper format.

EDS is not responsible for the rejection of or the cost of processing claims due to incorrect or incomplete claim information provided by the Customer. EDS or its personnel cannot change, add to or delete any claim data submitted to it by the Customer (except that it may remove any zero fee procedure code). Any errors must be corrected by the Customer and resubmitted.

The Customer agrees that the Customer will only use EDS software for lawful purposes and any claims information or data submitted by the Customer to EDS or insurance carriers through EDS is legally within the Customer's control and the Customer has any and all necessary permissions to submit said claims, data or information.

The Customer understands that EDS systems utilize databases containing information regarding patient eligibility and coverage. The accuracy of any such information is the responsibility of the insurance carriers. EDS does not take responsibility for any inaccuracy as long as EDS has acted in good faith and without gross negligence. The Customer is responsible for the information supplied to the insurance carriers. EDS has no responsibility to the Customer or the Customer's patients for any incorrect information supplied by the Customer. The information provided by the Customer will be subject to periodic post payment audits by the insurance carriers. The insurance carriers have the right to review and copy the Customer's records and related billing information. A copy of this Agreement is available to EDS payers at their discretion; credit card information will not be disclosed.

Current federal guidelines, as stated by the US Department of Health and Human Services, and outlined within the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") regulations, allow for the assignment and recognition of a "Business Associate" relationship, such as the one outlined in this agreement, between two organizations, whereas one of the organizations is able to perform certain functions and services for the other organization, as required by federal and state regulations, so as to facilitate compliance with said regulations. EDS uses technical safeguards to ensure the privacy and integrity of all information transmitted to or from its system. Such safeguards include password protection, data encryption, connection monitoring and input/output verification. All EDS staff receive training in the proper ways to use personally identifiable healthcare information and execute a confidentiality agreement to that end.

EDS agrees to perform said functions and services as stated herein for the Customer so as to enable the Customer to comply with regulations promulgated under HIPAA, specifically pertaining to data collection and transfer between the Customer and EDS as well as EDS and third-party entities, on behalf of the Customer, using specifically mandated data content and format. Should either state or federal regulatory bodies change existing guidelines during the term of this agreement so as to negate the relationship between the Customer and EDS, or cause said understanding of the relationship by both parties to become invalid, both parties shall work in good faith to re-address and re-define their relationship so as to become compliant in an expedient and timely manner.

EDS will provide a monthly statement, transmitted electronically through the EDS software or as determined by EDS, that details all charges to the Customer during the prior month.

**Claims Only Promotion** – Claims will be \$.25 per claim for Texas or Oklahoma Dental Association members and \$.29 per claim for Non-members and other states. The 1<sup>st</sup> 60 days will be free. Indicate Membership # \_\_\_\_\_ or check if Non-Member or other state \_\_\_\_\_.

**Eligibility Only Promotion** – Eligibility is \$35.00 per month for Texas or Oklahoma Dental Association members and \$37.50 per month for Non-members and other states. This price includes a courtesy 60 free claims per month. For any additional claims submitted regular charges apply beginning with the 61<sup>st</sup> claim. (This charge would be 25 cents for Texas or Oklahoma Dental Association members and 29 cents for Non-Members or other states). Indicate Membership # \_\_\_\_\_ or check if Non-Member or other state \_\_\_\_\_. (Note: A \$5 monthly charge will apply for any extra Full Time Doctors in the practice).

**Claims & Eligibility Promotion** – A fee of \$19.95 per month will apply for the eligibility program. The pricing for claims will be 25 cents for Texas or Oklahoma Dental Association members or 29 cents for Non-Members or other states. Indicate Membership # \_\_\_\_\_ or check if Non-Member or other state \_\_\_\_\_. (Note: For the Eligibility program-A \$5 monthly charge will apply for any extra Full Time Doctors in the practice).

EDS may provide software updates from time to time as a nominal charge to cover duplication and shipping. EDS reserves the right to prevent a Customer from using the EDS software to submit claims if the Customer does not maintain current EDS software. This agreement provides only for a single-user license of the software. All trademarks, service marks, copyrights and trade secrets are the property of EDS and/or its Licensers and all rights are reserved.

To the maximum extent permitted by applicable law, EDS provides EDS Software to the Customer as is and hereby disclaims all warranties whether express or implied as to the functionality, security (unless within reasonable control of EDS) and integrity of EDS software. While EDS uses reasonable care to protect the integrity of any transmitted or stored data, events outside of the direct control of EDS (e.g., viruses, power fluctuations, or external software interactions) cannot be warranted, nor will EDS be liable for any damage or corruption of said data or software. Customer shall hold harmless, indemnify and reimburse EDS and its affiliates for any and all claims, judgments, liabilities or costs, including attorney's fees, which arise out of or are incurred in connection with providing services under this agreement relating to claims processing on behalf of the Customer. The maximum liability of EDS in any event for any claim is the fees charged by EDS for said claim or claims, not to exceed the average of any three consecutive months of service charges.

**I understand and agree to the aforementioned terms and conditions:**

**PRACTICE NAME** \_\_\_\_\_

DATE: \_\_\_\_\_ CUSTOMER (principal doctor's signature) **X** \_\_\_\_\_

**Electronic Claims Agreement**  
Enrollment Packet

**Office Information**

Practice Name: \_\_\_\_\_  
Principal Doctor's Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Contact Name/Title \_\_\_\_\_ E-Mail Address: \_\_\_\_\_  
Phone Number \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Practice TAX ID # \_\_\_\_\_ Practice NPI # \_\_\_\_\_

**Specialty Codes** General Dentist 301;      Pedodontist 304;      Periodontist 305;      Prosthodontist 306;  
Orthodontist 307;      Endodontist 303;      Oral Surgeon 309

**Provider Information**

Provider Name: \_\_\_\_\_  
NPI #: \_\_\_\_\_ License Number \_\_\_\_\_ Specialty Code \_\_\_\_\_  
Provider Name: \_\_\_\_\_  
NPI #: \_\_\_\_\_ License Number \_\_\_\_\_ Specialty Code \_\_\_\_\_

**PMS System Specifications**

Software Package/Vendor \_\_\_\_\_ Version Number \_\_\_\_\_

**Credit Card Information**

Credit Card: Visa    Master Card    American Express    Discover  
Credit Card Number \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
CSC Number (3 or 4 digit security number found on front or back of card): \_\_\_\_\_

Name on Card  
(Company or Individual): \_\_\_\_\_

Signature of Card Holder: \_\_\_\_\_

Payer Information (Some payers require additional registration forms, please review and check any payers for whom you will be submitting claims. We will then forward the appropriate documents to you.)

Approximate number of claims submitted to all carriers each month: ( \_\_\_\_\_ )

Are you a current client of Dental Systems (Insurance Answers Plus) \_\_\_\_\_ If yes list subscriber/account # \_\_\_\_\_

**The Insurance Carriers listed below require additional registration paperwork. Please select those that apply to your practice.**

Medicaid \_\_\_\_\_; Please list your state \_\_\_\_\_  
United Concordia \_\_\_\_\_  
Texas-Chip Dental Services \_\_\_\_\_

EDS PHONE: (800) 482-3518 FAX: (651) 389-9152

Electronic Dental Services  
1310 Vermillion Street #8  
Hastings, MN 55033

**PLEASE FAX BOTH PAGES TO: (651) 389-9152**