



Tesia-PCI Corporation Electronic Claims License Agreement

TesiaBridge

This is a **LICENSE** from Tesia-PCI, LLC ("Tesia") to the practice named below ("Customer"), identified as:

Practice Name: _____ Principal Doctor's Name: _____

By installing, copying or otherwise using the Tesia 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 Tesia software.

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

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

Tesia is not responsible for the insurance carrier processing of any dental or medical claims. No promise or guarantee exists between Tesia 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.

Tesia is not responsible for the rejection of or the cost of processing of claims due to incorrect or incomplete claim information provided by the Customer. Tesia 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 Tesia Software and/or Services for lawful purposes and any claims information or data submitted by the Customer to Tesia or insurance carriers through Tesia 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 in some cases Tesia systems utilize databases containing information regarding patient eligibility and coverage. The accuracy of any such information is the responsibility of the insurance carriers. Tesia does not take responsibility for any inaccuracies as long as Tesia has acted in good faith and without gross negligence. The Customer is responsible for the information supplied to the insurance carriers. Tesia has no responsibility to the Customer or the Customer's patients for any incorrect information supplied by the Customer or the insurance carriers. 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, pursuant to any agreement between the Customer and the insurance carrier. A copy of this Agreement is available to Tesia payers at their discretion (credit card information, if applicable, 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. Tesia 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 Tesia staff receive training in the proper ways to use personally identifiable healthcare information and execute a confidentiality agreement to that end.

Tesia 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 secure transfer between the Customer and Tesia as well as Tesia and third-party entities and insurance carriers, 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 Tesia, 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.

Tesia will bill the Customer in advance of services each month at the rate of **\$29.95** per month, per tax ID, for unlimited claims submission. Tesia reserves the right to change fees charged by giving the Customer ninety (90) days advance notice of the change. Customers may choose to pay for services in advance at a discounted rate of **1 Year payment** 5% Discount (\$341.43) or **2 Year payment** 8% Discount (\$661.30). If advanced payment is selected, Tesia-PCI will not change pricing during the remaining time period remaining for the pre-paid amounts, and thereafter adjust future charges to reflect new pricing. If the monthly service plan is selected, on the first day of the month preceding service, Tesia will debit to the Customer's valid credit card, under the name "Tesia" the sum of **\$29.95**. Otherwise, a single charge will appear on the Customer's valid credit card, under the name "Tesia" for the appropriate amount. If the credit card carrier rejects or the Customer disputes these charges, then at Tesia's discretion, the Customer's electronically transmitted claims may be held without forwarding to the insurance carriers, until such time as the Customer makes payment to Tesia in the form of cash, check or valid credit card.

- Please bill my credit card monthly at the rate of \$29.95.
- Please bill my credit card annually at the rate of \$341.43
- Please bill my credit card bi-annually at the rate of \$661.30.

A discount program is available, by request, to Customers submitting 70% or more of their claim volume to those payors listed on Tesia's "Marketing Program Participating Payors" List. If you would like to be considered for this program, please mark the checkbox to the left. Please be advised, should Tesia determine that the program requirements are not being met, Tesia will bill the Customer in advance of services each month at the rate of \$29.95 per month (per Tax ID/per service location) as previously stated.

Tesia may provide software updates from time to time at a nominal charge to cover duplication and shipping. Tesia reserves the right to prevent a Customer from using the Tesia software to submit claims if the Customer does not maintain current Tesia software.

The Tesia software is owned by and shall remain the exclusive property of Tesia. This agreement only provides a single use license to use the software. All trademarks, service marks, copyrights and trade secrets are the property of Tesia and all rights are reserved.

To the maximum extent permitted by applicable law, Tesia provides to the Customer the Tesia software as is and hereby disclaims all warranties whether express or implied as to the functionality, security (unless within reasonable control of Tesia) and integrity of Tesia software. While Tesia uses reasonable care to protect the integrity of any transmitted or stored data, events outside of the direct control of Tesia (e.g., viruses, power fluctuations, or external software interactions) cannot be warranted, nor will Tesia be liable for any damage or corruption of said data or software.

Customer shall hold harmless, indemnify and reimburse Tesia 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 Tesia in any event for any claim is the fees charged by Tesia for said claim or claims, not to exceed the average of any three consecutive months of service charges.

From time-to-time, Tesia may send unsolicited faxes to the Customer in order to provide information regarding our services, products and/or informational updates. Acceptance of this Agreement indicates the Customer's willingness to receive said materials.

I understand and agree to the aforementioned terms and conditions:

DATE: _____ CUSTOMER (principal doctor's signature): _____