



ACH Authorization and Agreement

1311 W President George Bush | Richardson, TX 75080 | 469-543-6500 | vpayusa.com

Reason for Submission: **New Enrollment** **Change Enrollment**

Provider Information:

*Indicates required fields. Incomplete fields and signatures may cause your enrollment form to be delayed or returned.

*Provider Legal Name			
<i>Complete legal business name of institution, corporate entity, practice, or individual provider.</i>			
Provider Physical and Legal Address			
*Street		*City	
LEFT BLANK INTENTIONALLY	*State/Province	*Zip Code / Postal Code	Country Code

Provider Identifiers Information:

Provider Identifiers
* Provider Federal Tax Identification Number (TIN) or Employer Identification Number (EIN)

Provider Contact Information:

* Provider Contact Name
* Telephone Number
<i>Associated with contact person.</i>
* Email Address
<i>An electronic mail address at which the health plan might contact the provider.</i>
Fax Number
<i>A number at which the provider can be sent facsimiles.</i>

Provider Agent Information:

*Provider Agent Name			
<i>Name of provider's authorized agent.</i>			
Agent Address			
*Street		*City	
LEFT BLANK INTENTIONALLY	*State/Province	*Zip Code / Postal Code	Country Code
*Provider Agent Contact Name			
<i>Name of a contact in agent office for handling EFT issues.</i>			
Telephone Number		Email Address	
<i>Associated with contact person.</i>		<i>An electronic mail address at which the health plan might contact the provider.</i>	



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Financial Institution Information:

*Financial Institution Name			
<i>Official name of the provider's financial institution.</i>			
Financial Institution Address			
*Street		*City	
LEFT BLANK INTENTIONALLY	*State/Province	*Zip Code / Postal Code	Country Code
*Financial Institution Telephone Number		*Telephone Number Extension	
<i>A contact telephone number at the provider's bank.</i>		LEFT BLANK INTENTIONALLY	
*Financial Institution Routing Number		*Type of Account at Financial Institution	
		Checking	
<i>A 9-digit identifier of the financial institution where the provider maintains an account to which payments are to be deposited</i>		LEFT BLANK INTENTIONALLY	
*Provider's Account Number with Financial Institution			
<i>Provider's account number at the financial institution to which EFT payments are to be deposited.</i>		LEFT BLANK INTENTIONALLY	
Account Number Linkage to Provider Identifier			
Provider Tax Identification Number (TIN)			

Include with Enrollment Submission:

Voided Check
<i>A voided check is attached to provide confirmation of Identification/Account Numbers.</i>
Bank Letter
<i>A letter on bank letterhead that formally certifies the account owners routing and account numbers.</i>

[ATTACH VOIDED CHECK]

NOTE: A voided check from the Payee's account or a letter from the financial institution on financial institution letterhead specifying the Payee's name, the account and the routing/ABA number must be returned with the signed ACH Agreement.



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Terms and Conditions:

- 1. NACHA Rules.** VPay® and Payee agree to be bound by the NACHA® Operating Rules and Guidelines ("NACHA Rules") that govern Entries (e.g., credit Entries, debit Entries, and non-monetary Entries) through the automated clearinghouse network ("ACH"). Capitalized terms not defined in this ACH Agreement have the meanings set forth in the NACHA Rules.
- 2. Enrollment.** VPay is a service provider to multiple payers of Payee claims. Payee agrees to complete and execute a separate ACH Agreement for each payer on whose behalf VPay is acting (unless otherwise agreed by VPay). In addition, only those providers that have the above payee name, tax identification number and billing street address will be enrolled for ACH (credit Entry) payments. Any other providers under the same tax identification number, but different name and billing street address will require separate enrollment. If you have more than one bank account to enroll, please fill out a separate enrollment form for each account and include a bank letter or voided check for each account. Payee acknowledges and agrees that, pursuant to the requirements of the governing body on Electronic Remittance Advices (835s), enrollment information submitted by Payee must be, and will be, shared with the Payer and/or their agent(s) responsible for delivery of the ERA/835.
- 3. Authorization of Entries.** Payee authorizes VPay to make Entries to Payee (e.g., a credit Entry), and initiate reversing Entries in accordance with NACHA Rules.
- 4. Payee Information.** VPay is entitled to rely on the information provided by Payee for Entries, including regarding Payee's financial institution. Payee will immediately provide VPay with accurate, complete and timely information, including any changes to information regarding its financial institution. Payee will hold harmless VPay from, and indemnify VPay for, any losses in whatever form arising from Payee's acts or omissions, including VPay's reliance on information provided by Payee and its agreement to the provisions hereof.
- 5. Limitation of Liability.** Except for the payment to Payee of funds debited by VPay in breach of this ACH Agreement or as required by NACHA Rules, VPay specifically disclaims all liability arising out or relating to this ACH Agreement, including, without limitation, any other form of actual damages or any indirect, special, incidental, punitive, consequential or tort damages.
- 6. Costs.** Payee is responsible for any charges assessed by its financial institution. VPay reserves the right to charge Payee a fee for a credit Entry pursuant to this ACH Agreement to the extent permitted by applicable law; provided, however, VPay must give Payee at least thirty (30) days written notice before any such fee may be assessed. To avoid any properly noticed fees, Payee must terminate this ACH Agreement.
- 7. Changes.** Either party may change its designation of any account, financial institution or other applicable service provider by written notice to the other party. Any such change shall be effective no less than thirty (30) days after the other party receives such notice.
- 8. Suspension and Termination.** Either party may suspend actions under this ACH Agreement upon not less than five (5) days written notice to the other party. Either party may terminate this ACH Agreement upon fifteen (15) days written notice to the other. Notwithstanding a suspension or termination, this ACH Agreement will remain in effect as to all fund transfers that have been initiated by VPay and not cancelled prior to suspension or termination of this ACH Agreement. If this ACH Agreement is suspended or terminated by Payee agrees to receive all payments to be made by VPay to Payee during such suspension or after such termination via a card network utilizing a debit or credit card transaction until Payee has notified VPay that future payments be made in an alternative manner.
- 9. Notices.** Any notice required by the ACH Agreement shall be given in writing by certified mail, return receipt requested, or by overnight mail service to the party's address set forth in this ACH Agreement, and if notice is by Payee to VPay, Payee shall also deliver such written notice to VPay via facsimile in the same manner as the original ACH Agreement.
- 10. No Implied Waiver.** A failure to take action with respect to a breach by a party of this ACH Agreement does not constitute a waiver of the rights of the non-breaching party to act with respect to another breach or with respect to a continuation or repetition of the original breach. This provision may only be specifically waived by a party in writing.
- 11. Choice of Law.** To the extent not governed by the laws of the United States, this ACH Agreement will be interpreted and enforced under the laws of the State of Texas, without regard to its choice of law rules.

NACHA® is a registered trademark of NACHA.
VPay® is a registered trademark of VPay, Inc.



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Authorized Signature:

The signature of an individual authorized by the provider or its agent to initiate, modify or terminate an enrollment. May be used with electronic and paper-based manual enrollment

*Electronic Signature of Person Submitting Enrollment

*Written Signature of Person Submitting Enrollment

*Printed Name of Person Submitting Enrollment

*Printed Title of Person Submitting Enrollment

*Submission Date

NOTE: By signing above, I hereby agree that I have read and agree to the terms and conditions of this ACH Agreement, including the assessment of Fees by VPay.

Office Use Only:

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TPA(s) or Payers(s):

VPay VPID or CaseID that prompted the request: