



Electronic Funds Transfer (EFT) Agreement

3701 W. Plano Parkway, #200 | Plano, TX 75075 | 469-543-6500 | vpayusa.com

Reason for Submission: New EFT enrollment Change EFT enrollment

Provider Information:

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

*Provider Name (complete legal name of institution, corporate entity, practice or individual provider) ("Provider")				
*Tax Identification Number (<input type="checkbox"/> EIN or <input type="checkbox"/> SSN)		LEFT BLANK INTENTIONALLY		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
*Primary Billing Street Address	City:	State/Province:	Zip:	Country Code:
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
*Primary Contact Name and Email (for EFT issues)		Secondary Contact Name and Email (for EFT issues)		
<input type="text"/>		<input type="text"/>		
*Telephone Number + extension		*Fax Number		
<input type="text"/>		<input type="text"/>		

EFT- Direct Deposit/ Provider's Financial Institution Information:

*Financial Institution Name			
<input type="text"/>			
* Financial Institution Street Address	*City	*State/Province	*Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Branch Location	*Telephone Number + extension		
<input type="text"/>	<input type="text"/>		
*Provider's Account Number (where funds will be deposited)	*Type of Account		
<input type="text"/>	<input type="checkbox"/> Checking Account Only		
*Routing/ABA Number (financial institution's 9-digit routing number found on a check, NOT a deposit slip)			
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

[ATTACH VOIDED CHECK]

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



TERMS AND CONDITIONS:

1. **Enrollment.** VPay® is a service provider to multiple payers of Provider claims. Accordingly, Provider acknowledges and agrees that VPay requires Provider to complete and execute a separate EFT Agreement for each payer on whose behalf VPay is acting (unless otherwise agreed by VPay in writing). In addition, only those providers that have the above provider name, tax identification number and billing street address will be enrolled for EFT (direct deposit) 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. Provider acknowledges and agrees that, pursuant to the requirements of the governing body on Electronic Remittance Advices (835s), enrollment information submitted by Provider must be, and will be, shared with the Payer and/or their agent(s) responsible for delivery of the ERA/835.
2. **Credits.** VPay agrees and Provider authorizes VPay to make claim payments to Provider by initiating fund transfers that result in payment to Provider by credit to Provider's bank account.
3. **Debits.** Neither party shall initiate a transaction in connection with a payment for the purpose of debiting a bank account of the other party, with the sole exception of transactions initiated by VPay to reverse entries of previous fund transfers due to erroneous credits or debits.
4. **Provider Information.** Provider represents its designated account is maintained primarily for commercial (CCD) and not personal (PPD) purposes. With respect to fund transfers pursuant to this EFT Agreement, VPay and its processing financial institution(s) are entitled to rely on the information provided by Provider, including regarding Provider's financial institution. In addition, Provider shall immediately provide VPay with accurate, complete and timely information, including any changes to information regarding its financial institution.
5. **Receipt of Payment.** A payment to Provider pursuant to this EFT Agreement shall be considered timely received by Provider if the applicable fund transfer is completed no later than five (5) days after the due date, excluding weekends and holidays. In addition, VPay and/or the party on whose behalf VPay may be acting shall not be in breach of this EFT Agreement or subject to other penalty or loss of discount if the fund transfer was properly initiated and timely by VPay, but was otherwise delayed because of the failure of the fund transfer system, rejection by Provider's financial institution or due to any other circumstances beyond VPay's control. Provider understands and agrees its financial institution requires VPay use a CCD+ format for the EFT.
6. **Limitation of Liability.** Except for the payment to Provider of any funds debited by VPay in breach of this EFT Agreement, VPay specifically disclaims any and all liability that may arise under this EFT Agreement, including, without limitation, any other form of actual damages or any indirect, special, incidental, punitive or consequential damages.
7. **Indemnification.** Provider agrees to indemnify and hold harmless VPay, VPay processing financial institution(s) and VPay's customers (collectively, "Indemnitees") from and against any and all expenses, penalties (including fines or fees), liabilities and/or damages of any kind whatsoever in connection with any claims, suits, actions, demands, assessments or proceedings, threatened, asserted or filed against an Indemnitee, or incurred in the defense of any of the foregoing (including reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification), to the extent related to the actions of Provider, Provider's financial or any agent or independent contractor of either, or arising from VPay's reliance on information provided by Provider pursuant to this EFT Agreement.
8. **Costs.** Provider is solely responsible for any fees and other charges assessed by its financial institution. In addition, VPay reserves the right to charge Provider a fee for a fund transfer pursuant to this EFT Agreement to the extent permitted by applicable law; provided, however, VPay must give Provider at least thirty (30) days written notice before any such fee may be assessed. To avoid any properly notice fees, Provider must terminate this EFT Agreement pursuant to the terms and conditions hereof.
9. **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.
10. **Suspension and Termination.** Either party may suspend actions under this EFT Agreement upon not less than five (5) days written notice to the other party. Either party may terminate this EFT Agreement upon fifteen (15) days written notice to the other. Notwithstanding such suspension or termination, this EFT Agreement shall remain in effect as to all fund transfers that have been initiated by VPay and not cancelled prior to suspension or termination of this EFT Agreement. If this EFT Agreement is suspended or terminated by Provider, Provider agrees to receive all claim payments to be made by VPay to Provider during such suspension or after such termination via a card network utilizing a debit or credit card transaction (including, without limitation, a straight-through payment, if applicable) until Provider has notified VPay that future payments be made in an alternative manner.
11. **Notices.** Any notice required by the EFT 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 EFT Agreement, and if notice is by Provider to VPay, Provider shall also deliver such written notice to VPay via facsimile in the same manner as the original EFT Agreement.
12. **No Implied Waiver.** A failure by either party to take any action with respect to any breach by the other party of any of the terms, covenants, or conditions of this EFT Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent breach or with respect to any continuation or repetition of the original breach. The provisions of this paragraph may only be waived by a party by a written acknowledgement of such waiver by such party.
13. **Governing Law.** This EFT Agreement and the obligations of the parties hereunder will be interpreted, construed and enforced in accordance with the laws of the State of Texas, without regard to its choice of law rules.
14. **Miscellaneous.** This EFT Agreement contains the entire agreement between the parties with respect to the electronic fund transfers (direct deposit) to Provider's designated financial institution and supersedes all prior agreements with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will bind the parties with respect to the subject matter hereof. The parties acknowledge and agree that neither party nor their respective Representatives have made any representations or promises, and no party is relying upon any such representations or promises, in entering this EFT Agreement except as expressly set forth herein. Each party relies exclusively upon its own judgment. This EFT Agreement shall not be modified, in whole or in part, except in writing executed by each of the parties. This EFT Agreement and the rights and obligations set forth herein shall inure to the benefit of, and be binding upon, the parties and each of their respective successors and assigns. The invalidity or unenforceability of any particular provision, or part of any provision, of this EFT Agreement shall not affect the other provisions, and this EFT Agreement shall be construed as if such invalid or unenforceable provisions or parts were omitted. This EFT Agreement may be executed in any number of counterparts. Facsimile and PDF signatures are deemed effective.



Authorization Agreement:

NOTE: By signing below, I hereby agree that I have read and agree to the terms and conditions of this EFT Agreement.

Signature #1 Authorized health care professional may be MD, OD, CFO, CEO, etc.	
Name:	Title:
Signature:	Date:
Signature #2 Supervisor-level authorized health care professional may be Office Manager, Billing Manager, etc.	
Name:	Title:
Signature:	Date:
Form Completed by:	
Name:	Email Address:
Telephone number + extension:	Fax Number:

NOTE: Email address may be used to request additional information and to send completed information.

Office Use Only

VPay®, 3701 West Plano Parkway, #200, Plano, Texas 75075	
Authorized VPay Representative Name:	Title:
Authorized VPay Representative Signature:	Date:
Payment Information	
TPA or Payer Currently Sending Payments (one form per TPA/Payer):	
VPay Tran that prompted the request:	

**PLEASE FAX COMPLETED and SIGNED FORM (all 3 pages),
 VOIDED CHECK AND/OR BANK LETTER
 TO VPAY AT 469.543.6599.**