



Financial ServicesSM

OptumHealth Electronic Payments & Statements (EPS)

ENROLLMENT FORM

OptumHealth Financial Services is improving service to you by replacing paper checks and Explanation of Benefits (EOBs) with the OptumHealth EPS solution. Get a head start by enrolling today!

OptumHealth offers EPS services for several payers claims today, and we will be providing them for other payers in the near future. We will be notifying physicians and health care professionals directly as new payers are added and we can begin making electronic payments for their claims also.

Please fax the signed enrollment form, your W-9 and a copy of a voided check to Attn: Processing Manager (800) 765-6766

Or, if you prefer, you can mail all the required and signed forms to: OptumHealth EPS, Attn: Processing Manager, P.O. Box 30777, Salt Lake City, UT 84130-0777. Enrollments are typically processed within 3-5 business days of receipt of your form. We will notify you of your EPS effective date using the e-mail address provided in Section 1.

Check One: New Enrollment Changes to Existing Enrollment

SECTION 1

Please type directly into this form or print clearly. Please complete all required information.

ORGANIZATION INFORMATION (Required)

Market Type: Check one. If one is not selected your account will be identified as a Medical market type.

Behavioral Health Dental Medical Vision

Practice Name: _____ Tax ID Number: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Primary Contact Information (Required)

Contact Name: _____ Phone Number: _____

E-Mail Address: _____ Fax Number: _____

Secondary Contact Information (Required)

Secondary Contact Name: _____ Phone Number: _____

E-Mail Address: _____ Fax Number: _____

DESIGNATION OF DEPOSITORY (Required)

Please provide your organization's business bank account information below. If your organization uses more than one business account and would like to direct specific payments to these accounts by National Provider Identifier (NPI) number, please contact the EPS Support Center at 1-877-620-6194, option 1, then prompt 2.

Check One: Checking Account Savings Account

Bank Name: _____ Account Number: _____

Bank Address: _____ Routing Transit #: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____

Authorization

The undersigned hereby certifies that the information provided herein is true and accurate in all respects and that he/she has been duly authorized by all necessary and appropriate corporate action, where applicable, to execute this agreement on behalf of the above mentioned Organization Name to form a legally binding contract and understands that acceptance of this agreement constitutes an agreement to be bound to perform in strict conformity with the Terms of Use of this agreement.

Authorized Signature Required

Printed Name: _____ Title: _____

Signature: _____ Date: _____

SECTION 2

W-9

Please fax the following: **1.** Completed copy of your organizations W9 **2.** Completed enrollment form **3.** A voided check or bank letter
By submitting a W9, you are certifying that the Tax Identification Number (TIN) information you are providing is true and accurate.

The TIN and Organization Name from Section 1 must match the TIN/EIN number and Name or Business name listed on the Federal W-9. The Federal W-9 will be used to certify the information you have provided. Please note, EPS cannot complete your enrollment application without a copy of your W-9.

If your organization does not have a completed W-9 form, please follow this link to download and complete the form.

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

SECTION 3

REMITTANCE INFORMATION

OptumHealth Financial Services offers you two solutions for receiving your Electronic Provider Remittance Advice (EPRA).

- Access your Electronic Provider Remittance Advice (EPRA) and 835 files via the EPS Provider Access Portal. Login via www.OptumHealthFinancial.com. Your user ID and password will be emailed to you once your enrollment form has been processed.
- Obtain the consolidated HIPAA 835s from your clearinghouse or EDI vendor. If you elect to receive the 835 file via your clearinghouse or EDI vendor, you will need to contact them and request receipt of this file. While you arrange to have this 835 delivered from your clearinghouse, you will be able to secure your remittances as noted above via the EPS Provider Access Portal.

SECTION 4

Please complete the deposit notification information:

OptumHealth Financial Services EPS Solution enables the individuals who process the posting of your payments or manage your banking relationships, an opportunity to receive a Deposit Notification via e-mail at no cost to your organization. This notification is sent prior to the day that your electronic payment is deposited in your designated checking account.

Please identify the individuals and their corresponding e-mail addresses from your organization, that you would like to receive this information:

Name 1: _____ E-mail Address 1: _____

Name 2: _____ E-mail Address 2: _____

Name 3: _____ E-mail Address 3: _____

IMPORTANT: Please tape a voided check here or copy the voided check/bank letter and fax it along with the enrollment form.

SAMPLE COMPANY INC.
Anywhere Street 1000
Anytown, ST 50000

1565

PAY TO THE ORDER OF _____ DATE _____ \$ _____

ANY BANK USA

FOR _____

9-Digit Routing Number Account Number
⑈001565⑈ ⑆00100022104757750177⑈

Please note: The ACH routing number on your check may differ from the ACH routing number identified by your bank's official bank letter. If it differs, the ACH routing number identified in the bank letter is the number you should provide in Section 1.

OptumHealth Electronic Payments and Statements

TERMS OF USE

The following terms and conditions, as amended from time to time (“Agreement”) apply to all use of the OptumHealth Financial Services, Inc’s Electronic Payments and Statements solution, and the use of any service provided in connection therewith (collectively the “EPS Services”). In this Agreement, the words “you,” “your” and “yours” means the individual(s) entity or entities identified on the attached Electronic Payments and Statements Enrollment Form (“Enrollment Form”) and the words “we,” “our,” “us” refers to OptumHealth Financial Services, Inc, affiliates and designees (“OptumHealth”). Your enrollment or use of the EPS Services signifies your agreement to be legally bound by the terms and conditions set forth herein.

ACH and Wire Transfers. This Agreement is subject to Article 4A of the Uniform Commercial Code – Funds Transfers. By signing this Agreement, you authorize OptumHealth, acting on behalf of any third party administrator, health care coalition, or health plan carrier (each a “Carrier”) that participates in the EPS Services, to credit or debit the accounts listed on your Enrollment Form (the “Accounts”) in connection with processing transactions between you and the Carriers. We may rely upon all Account information and identifying numbers provided by you on the Enrollment Form to receive payment. We may rely on the routing and account numbers you provided even if they identify a financial institution, person or account other than the one named on the Enrollment Form. You agree to be bound by automated clearing house (“ACH”) association rules. These rules provide, among other things, that payments made to you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your Account and the Carrier that originated or instructed such payment will not be considered to have paid the amount so credited. We are not required to give you any notice of debits or credits to your Accounts. We may make adjustments to your Accounts whenever a correction or change is required. For example, if we make an error with respect to your Account, you agree that we may correct such error immediately and without notice to you. Such errors may include, but are not limited to, reversing an improper credit to your Account, making adjustments for returned items, and correcting calculation and input errors. Our right to make adjustments shall not be subject to any limitations or time constraints, except as required by law.

Accounts. You represent and warrant that (a) you are the owner of each of the Accounts and (b) none of the Accounts is used primarily for personal, family or household purposes.

Confidentiality. During the term of this Agreement, from time to time, we may disclose or make available to you, whether orally, electronically or in physical form, confidential or proprietary information concerning us and/or our business, products or services in connection with this Agreement (together, “Confidential Information”). Confidential Information includes, without limitation, business plans, health plan relationships, acquisition plans, systems architecture, information systems, technology, data, computer programs and codes, processes, methods, operational procedures, finances, budgets, policies and procedures, customer, employee, provider, member, patient and beneficiary information, claims information, vendor information (including agreements, software and products), product plans, projections, analyses, plans, results, and any other information which is normally and reasonably considered confidential. You agree that during the term of this Agreement and thereafter: (i) you will use Confidential Information belonging to us solely for the purpose(s) of this Agreement; and (ii) you will take all reasonable precautions to ensure that you do not disclose Confidential Information belonging to us to any third party (other than the your employees, contractors and/or professional advisors on a need-to-know basis who are bound by obligations of nondisclosure and limited use precautions at least as stringent as those contained herein) without first obtaining our written consent.

Confidentiality Exclusions. For purposes hereof, “Confidential Information” will not include any information that you can establish by convincing written evidence: (i) was independently developed by you without use of or reference to any Confidential Information belonging to us; (ii) was acquired by you from a third party having the legal right to furnish same to the you without disclosure restrictions; or (iii) was at the time in question (whether at disclosure or thereafter) generally known by or available to the public (through no fault of you).

Amendments and Termination. OptumHealth may add, remove, change or otherwise modify any term of this Agreement at any time. We may also terminate or discontinue some or all of the EPS Services at any time without notice to you.

Governing Law and Venue. The laws of the State of Minnesota shall govern this Agreement and all disputes arising hereunder. You hereby consent that jurisdiction and venue are proper in the State of Minnesota for the resolution of any dispute arising under this Agreement.

Severability. If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

Headings. Headings in this document are for convenience or reference only and will not govern the interpretation of the provisions.

Construction. Except where it would be unreasonable or illogical to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

Cooperation. You agree to cooperate fully with us in furnishing any information, documentation or performing any action requested by us. You shall furnish us, upon forty-eight (48) hours notice, with true, accurate and complete copies of such records, documentation or any other information we or our authorized employees, representatives, agents and any regulatory agencies may request; provided, however, that you shall not be required to divulge any records to the extent prohibited by applicable law.

Ownership. Except as provided in this Agreement, OptumHealth shall have and own all rights, title and interests in the EPS Services and any information arising from or in connection therewith. You hereby acknowledge the specific ownership interests of OptumHealth as set forth herein and you shall not acquire any ownership rights by virtue of this Agreement.

Assignment. You agree not to assign this Agreement, directly or by operation of law, or subcontract, delegate or appoint any third-party agent to perform any or all of its duties obligations or services hereunder without our written consent, and any such attempted assignment, subcontracting, delegation or appointment without such consent shall be void.

Notice. Any written notice required or permitted to be given to you pursuant hereto shall be addressed to you at the location first set forth on the Enrollment Form.

Any written notice required or permitted to be given to OptumHealth pursuant hereto shall be addressed as follows:

OptumHealth Financial Services, Inc.
12501 Whitewater Drive
Minnetonka, MN 55343
Attention: Director of Product — EPS

All written notices shall be delivered by registered or certified mail, return receipt requested, and shall be deemed effective seventy-two (72) hours after the same is mailed via certified mail as described above with postage prepaid. Notice sent by any other method shall be effective only upon actual receipt. The parties to this Agreement, by notice in writing, may designate another to whom notices shall be given pursuant to this Agreement.

Relationship of the Parties. The relationship between both parties under this Agreement is that of independent contractor. Nothing herein contained shall be construed as constituting a partnership, joint venture or agency between the parties hereto.

Entire Agreement. This Agreement and the Enrollment Form which is an integral part hereof and are incorporated herein as a part of this Agreement, constitute the only agreement between the parties hereto relating to the subject matter hereof, except where expressly noted herein, and all prior negotiations, agreements and understandings relating to the subject matter hereof, whether oral or written, are superseded or canceled hereby.

Force Majeure. OptumHealth shall not be liable for a delay in performance or failure to perform any obligation under this Agreement to the extent such delay is due to causes beyond our control, including, but not limited to, acts of God, labor disputes, governmental requests, regulations or orders, utility or communications failure, delays in transportation, national emergency, war, civil commotion or disturbance, war conditions, fires, floods, storms, earthquakes, tidal waves, failure or delay in receiving electronic data, equipment or systems failure or communication failures.

Warranties. OPTUMHEALTH HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES AND PRODUCTS PROVIDED HEREUNDER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE. Under no circumstances shall the financial responsibility of OptumHealth for any failure of performance by OptumHealth under this Agreement exceed the fees or charges paid by you to OptumHealth for the transaction, or activity that is or was the subject of the alleged failure of performance. IN NO EVENT SHALL OPTUMHEALTH, ITS PARENT, AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR CLAIMS BY YOU OR ANY THIRD PARTY RELATIVE TO THE TRANSACTIONS HEREUNDER.

Indemnification. You shall be liable to and shall indemnify, defend and hold OptumHealth its directors, officers, employees, representatives, successors and permitted assigns harmless from and against any and all claims, demands by third parties, losses, liability, cost, damage and expense, including litigation expenses and reasonable attorneys' fees and allocated costs for in-house legal services, to which OptumHealth, its directors, officers, employees, representatives, successors and permitted assigns may be subjected or which it may incur in connection with any claims which arise from or out of or as the result of (a) your breach of this Agreement; (b) your performance, duties and obligations under this Agreement; or (c) the negligence or willful misconduct of you, your directors, officers, employees, agents and affiliates in the performance of their duties and obligations under this Agreement. You shall bear all risk of loss of items, records, data and materials during transit from you to OptumHealth's location or that of OptumHealth's agents or sub-contractors.

Waiver. No waiver or failure to exercise any option, right, or privilege under the terms of this Agreement on any occasion or occasions shall be construed to be a waiver of the same or any other option, right or privilege on any other occasion.