

Electronic Payment Authorization Form and Agreement

This is an Agreement for electronic payments between LifeWorks Advantage Plan ("Payor") and its applicable affiliate(s) and Name [_____], hereinafter referred to as "Payee".

SUBMISSION TYPE: <i>MUST SELECT ONE</i>		NEW	CHANGE	CANCEL
NPI NUMBER:		TAX ID NUMBER:		
PAYEE NAME:				
REMIT TO ADDRESS:				
NAME OF PAYEE'S CONTACT:				
TELEPHONE:		E-MAIL:		
PAYEE'S BANK or DEPOSITORY INSTITUTION ACCOUNT INFORMATION (US Based Banks ONLY)				
ACCOUNT TYPE		CHECKING	SAVINGS	
EFFECTIVE DATE OF CHANGE:				
BANK/DEPOSITORY INSTITUTION NAME:				
BANK/DEPOSITORY INSTITUTION ADDRESS:		TELEPHONE:		
		FAX:		
		E-MAIL:		
		BANK CONTACT NAME:		
BANK/DEPOSITORY ACCOUNT NAME:				
BANK/DEPOSITORY INSTITUTION ACCOUNT NUMBER:				
ABA/ROUTING NUMBER (9 DIGITS):				
E-MAIL ADDRESSES OF ANYONE WHO NEEDS TO BE NOTIFIED OF PAYMENTS:				
<p>The undersigned Payee hereby authorizes Payor to initiate credit entries and to credit on or after the effective date specified to Payee's above account at the above Bank (and to any additional Bank accounts of the Payee identified on addenda attached here to) that the Payee has correctly identified by ABA (American Banking Association) routing and account numbers. If Payee does not designate an effective date, the effective date shall be the date set forth under Payee signature below. The above account information and this authorization and Agreement shall remain in force until Payor has received written notification from the undersigned Payee of its amendment or termination at least 30 days in advance of the next payment date. Payments shall be made to Payee in accordance with existing payment terms between Payor and Payee, subject to the provisions on the second page of this Agreement. All terms and conditions of this Agreement are on the second page of this form. The undersigned agree to the terms and conditions set forth above and on the second page.</p> <p>The following MUST be included with the form for Payor to initiate change. Payor will process the change within 30 days of complete information received date:</p> <ul style="list-style-type: none"> • A Voided check or letter from your banking, with the routing and account number listed • W9 				
PRINTED NAME OF PAYEES AUTHORIZED SIGNATORY:				
SIGNATURE:			DATE:	
<p>* Return your completed EFT form via email to networksupport@lifeworksadvantage.com</p> <p>* Allow 30 days for complete processing of your EFT request.</p>				

TERMS AND CONDITIONS

Payor shall, after the effective date, make payment for goods and/or services covered by any purchase order, invoice or agreement with Payee, now or hereinafter, by electronic funds transfer or by check, at its option, and Payee agrees to accept payment by any such method selected by Payor. The terms "Payor" and "Payee" are defined on page 1 of this Agreement.

For purposes of electronic funds transfers, Payor and Payee mutually agree as follows:

1. The Payee's Bank designated by ABA/routing number on page 1 of this Agreement has been selected by Payee for the purpose of receiving electronic business payments and Payee hereby directs AllyAlign Health to transmit payments to Payee's account as designated by Payee on page 1 of this Agreement, as such information may be amended from time to time, (all information on page 1 being Payee Data) by Payee providing Payor with amendments to Account information as identified on this Agreement. Payor will provide in writing to the undersigned Payee any revisions authorized by both parties.
2. The Payee's Bank must be able to receive such payments from Payor's originating Bank directly or from a correspondent Bank or through an automated clearing house or any other electronic payment network designated or acceptable to Payor and Payor originating Bank from time to time. The Payee's Bank must also be able to verify electronically or by other means the Payee Data on page 1 of this Agreement, as such may be amended from time to time by Payee pursuant to Section 3. Remittance data will be forwarded to the Remittance Data Mailing or E-mail Address provided for in the Payee Data, via ACH/bank support or other means acceptable by both parties.
3. The Payee may at any time request a change of any portion of the information included in the Payee Data by submitting to Payor a new Electronic Payment Authorization Form and Agreement. Payor agrees to process a valid change received at least thirty (30) days prior to the next scheduled electronic fund payment date to take effect by such date. The Payee understands and agrees that the Payee shall be responsible for any loss which may arise by reason of any error, mistake, or fraud regarding the information included in the Payee Data and that Payee is responsible for updating the information, including when Payee's Bank account number or Payee Bank's ABA routing number changes. In the event an electronic fund payment cannot be made to Payee's Bank because of Payee's failure to comply with the foregoing sentence, such payments shall be made after Payee information is updated and authorized by both parties. If any EFT payment is unable to be processed, a manual check will be issued within 15 days from original payment date.
4. If the electronic fund payment date is a non-Banking day, the electronic fund transfer will occur the following day that is a Banking Day. "Banking Day" for purposes of this Agreement shall mean the day in which both Payor's originating Bank and the Payee's Bank shall be available to transmit and receive electronic fund transfers. The electronic fund payment shall be deemed to have been made when the Payee's Bank receives the payment. In the event of a duplicate payment, overpayment or payment made in error, Payor shall notify the Payee of such payment and Payee agrees promptly but not later than the third Business Day thereafter to cause the return of funds to Payor at its designated originating Bank.
5. Neither party shall be responsible for delays in payment or information transmitted caused by force majeure or similar occurrence beyond its control, including without limitation acts of God, failure of communication networks or of Banks, the Banking system or the Automated Clearing House.
6. This Agreement amends the remittance of payment terms of any Agreements between the parties to the extent such terms are inconsistent with the terms of this Agreement.
7. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto.
8. The Payee acknowledges that the origination of ACH transactions to Payee's account(s) and ACH payments must comply with the provisions of United States law. This Agreement shall be subject to and governed under the laws of the United States of America and the State(s) in which Payor and Payee are contracted in.