



Emdeon ePayment Enrollment and Authorization Form

INSTRUCTIONS:

Print this document, complete, and mail, fax or email this entire packet to the address below.

Checklist:

- Signed Emdeon Contract (Including all associated documentation and terms)
- Completed & Signed Attachment 1 - Emdeon Enrollment and Authorized User Form

Return to:

Postal Mail:

Emdeon Electronic Payment Service Enrollment Request
P.O. Box 148850
Nashville, TN 37214

Fax:

615-238-9615

E-Mail:

EFTEnrollment@Emdeon.com

Once you have returned this document to Emdeon:

1. Within five (5) business days, you will receive a call from an Emdeon Enrollment Representative. You will be asked at that time to confirm that a small deposit has been made in your enrolled bank account for verification purposes (deposit will be from Emdeon with the reference note "EFT Enroll"). Upon confirmation of the deposit amount, if you are an existing Payment Manager user, your services will be enabled under the assigned account. If you are a new Payment Manager user, you will be given a username and password for your new account.
2. Once enrolled, you may log onto the Emdeon EFT Online Enrollment tool (www.emdeon.com/eftsignup) using your username and password; follow the instructions for bank account management and payer configuration management.
3. You may access Emdeon Payment Manager (www.emdeon.com/paymentmanager) to search view and print your payment and remittance advises.
4. View/search the Emdeon EFT payer list by visiting (www.emdeonepayment.com).

To see a quick tour of Emdeon Payment Manager, visit
<http://www.emdeon.com/support/demos/paymentmanager/>

**Thank you,
Emdeon**

*If you have questions while completing this form, if you lost or did not receive a username/password, or if you need more information about accessing Payment Manager, please call **1-866-506-2830, and select option #1.**

Emdeon General Terms & Conditions

This is a binding agreement (“Agreement”) between ENVOY LLC, an Emdeon company (“We”, “Us” or “Our”) and you and your provider organization (individually and/or collectively “You” or “Your”). This Agreement governs Your use of the Site, including, without limitation, all content such as text, information, images, and audio (collectively, the “Content”) and all services (“Services”) made available to You through the Site by Us and/or third parties (including, without limitation, the Emdeon ePayment Services). This Agreement includes the General Terms and the Business Associate Terms set forth in this document. “Site” as used in this Agreement means the Emdeon Payment Manager website, the Enrollment Manager, the Content, and the Services.

- 1. Use; User Access; User Information.** You may access and use the Site subject to the terms and conditions of this Agreement, as revised from time to time in Our sole discretion. You may need to accept additional terms and conditions from Us or a third party prior to enrolling in or using certain Services. Your access to and use of the Site are subject to the terms and conditions of this Agreement and are permitted by Us solely for Your internal use and benefit; any other access or use is strictly prohibited. Access to certain Site services may require You to provide Us or certain third parties with additional information. The Site will be accessible only to persons that have registered to use the Site and that You authorize to access the Site (“Users”). You are responsible for ensuring Users compliance with the Agreement, all acts or omissions by Users, and for any damages incurred as a result thereof. We will disable access by a User within one (1) business day of receiving such a request. We may disable access to the Site and the Services by a User at any time in Our sole discretion if We have reason to believe that such User has violated the terms of its User Agreements or poses a security risk. All User information provided to us, including without limitation enrollment information, must be current, accurate, and complete. In addition, You agree to indemnify and hold Us harmless from any and all losses, damages or claims arising from any inaccurate or incomplete User information You provide to Us. If We at any time discover any error or omission in the information provided to us, or You refuse to accept such additional terms and conditions, We may, at Our option, terminate any User’s right to access and use the Site.
- 2. Security.** We require each User to have a userID and password to access and use the Site. Access to certain Services may require additional codes or authorization procedures. You are solely responsible for (1) maintaining the strict confidentiality of the userIDs, passwords and codes (collectively, “IDs”) assigned to You and Your Users, (2) instructing Your Users to not allow another person to use their IDs to access the Site or the Services, (3) any charges, damages, or losses that may be incurred or suffered as a result of Your or Your Users’ failure to maintain the strict confidentiality of their IDs, and (4) promptly informing Us in writing of any need to deactivate an ID due to security concerns. We are not liable for any harm related to the theft of Your IDs, Your disclosure of Your IDs, or Your authorization to allow another person or entity to access and use the Site or the Services using Your IDs. You agree to immediately notify Us of any unauthorized use of Your IDs.
- 3. Confidential Data; Legal Compliance.** The Services may enable Users to transmit, store, and receive confidential information and may allow Users to transmit store and receive the confidential information of other third parties (collectively, “Confidential Information”). State and Federal laws, as well as ethical and licensure requirements of Your profession may impose obligations with respect to patient confidentiality and other obligations that may limit the right of physicians, health care providers, and persons acting on their behalf, to make use of the Services or to transmit certain information to third parties. You represent and warrant that You will, at all times during the term of this Agreement and thereafter, comply with all laws directly or indirectly applicable to You that may now or hereafter govern the gathering, use, transmission, processing, receipt, reporting, disclosure, maintenance, and storage of the Confidential Information, and use Your best efforts to cause all persons or entities under Your direction or control to comply with such laws. You are, at all times during the term of this Agreement and thereafter, solely responsible for obtaining and maintaining all other legally necessary consents or permissions required or advisable to disclose, process, retrieve, transmit, and view the Confidential Information You transmit, store, or receive in connection with the Services. You agree that we, Our licensors, and all other persons or entities involved in the operation of Services, have the right to monitor, retrieve, store and use Confidential Information in connection with the operation of the Services, and are acting on Your behalf in transmitting Confidential Information. We agree to use commercially reasonable efforts to maintain the confidentiality of such information and prevent the disclosure of such information to third parties except in connection with the transmission, storage, retrieval, and disclosure of such information on Your behalf and as may be required or permitted by law. Nothing in this Agreement shall prohibit Us from using or disclosing data from which information personally identifying individuals (such as names, social security numbers, and addresses) has been removed as required by law.

WE ARE NOT LIABLE OR RESPONSIBLE FOR ANY OF YOUR ACTS OR OMISSIONS IN USING THE SERVICES IN WAYS THAT ARE NOT IN COMPLIANCE WITH ANY SUCH REQUIREMENTS OR YOUR USE OR MISUSE OF CONFIDENTIAL INFORMATION TRANSMITTED, MONITORED, STORED, OR RECEIVED USING THE SERVICES. You agree that data formats, access methods and related information and materials used in implementing or providing the Services ("Interface Data") may contain Our confidential and trade secret information. You agree to (1) maintain the confidentiality of the Interface Data; (2) use the Interface Data solely for the purposes of using the Services; and (3) prevent the disclosure or use of the Interface Data to or by any third party except with Our prior written consent.

4. Secured Transmissions. The Services employ encryption to reduce the probability of an unauthorized interception of Confidential Information transmitted using the Services. We use industry standard encryption technology (e.g. 3.0 Secure Socket Layer protocol with 128-bit public key encryption technology) in arranging for the transmission of Confidential Information. You must use a browser that supports this encryption technology in order to access the Services. It is Your responsibility not to send Confidential Information to any recipient to whom transmission of such information will violate applicable law or otherwise be inappropriate. YOU ACKNOWLEDGE AND AGREE THAT THE TRANSMISSION OF CONFIDENTIAL INFORMATION TO RECIPIENTS OUTSIDE OF THE SITE MAY NOT BE SECURE. In addition, You also acknowledge and agree that no form of encryption is foolproof.

5. Fees; Payment Terms. You agree to pay all applicable fees associated with Your use of the Services to which You subscribe, including any applicable one-time fees to set-up Your Users and/or to set-up electronic data delivery. In addition, You agree to pay for any Payer access charges incurred by Emdeon with respect to Your transactions, as applicable. We may adjust any fees at any time by providing thirty (30) days prior notice of the adjustment. We will invoice You for all fees and charges You incur. Invoices are due and payable within thirty (30) days from the date of invoice. Late payments will be subject to a late fee equal to 1.5% per month on the overdue amount or the maximum legal rate, whichever is less

6. Intellectual Property Ownership. You agree that We (or Our Site Content providers) own all worldwide rights, titles and interests in and to the Site, the Content and the Services and all intellectual property rights therein. All rights not expressly granted in this Agreement are reserved to us. No other rights or licenses, whether express, implied, arising by estoppel, or otherwise are conveyed or intended by this Agreement. To facilitate Your access to and use of Our Site or portions thereof, We may make certain software available to You. The terms of Your use of such software will be subject to the terms of this Agreement unless stated separately in a license agreement included with the software. You agree to only use such software in a manner permitted pursuant to such license agreements. You hereby grant to Us a non-exclusive, worldwide, royalty-free, perpetual license, with right to sublicense, to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any materials and other information You or Your Users submit to the Interactive Areas by all means and in any media now known or hereafter developed for any use or purpose.

7. General Disclaimers. **THE SITE AND THE SERVICES ARE PROVIDED TO YOU ON AN "AS IS, WITH ALL FAULTS" BASIS, AND YOUR USE THEREOF IS AT YOUR OWN RISK. WE MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE. WE MAKE NO REPRESENTATION OR WARRANTY THAT ANY CONTENT OR DATA IS ACCURATE, COMPLETE, APPROPRIATE, RELIABLE, OR TIMELY. WE ALSO MAKE NO REPRESENTATIONS OR WARRANTIES THAT YOUR ACCESS TO AND USE OF THE SITE OR THE SERVICES (1) WILL BE UNINTERRUPTED OR ERROR-FREE, (2) IS FREE OF VIRUSES, UNAUTHORIZED CODE, OR OTHER HARMFUL COMPONENTS, OR (3) IS COMPLETELY SECURE. WE DO NOT GUARANTEE THE PAYMENT OR THE TIMING OF PAYMENTS OF ANY CLAIMS SUBMITTED THROUGH THE EMDEON SERVICES. PAYMENT REMAINS THE RESPONSIBILITY OF THE PARTICULAR PAYER OF HEALTH CARE SERVICES AND/OR SUPPLIER. YOU ARE RESPONSIBLE FOR TAKING ALL PRECAUTIONS YOU BELIEVE NECESSARY OR ADVISABLE TO PROTECT YOU AGAINST ANY CLAIM, DAMAGE, LOSS OR HAZARD THAT MAY ARISE BY VIRTUE OF YOUR USE OF THE SITE AND THE SERVICES.** Some jurisdictions do not permit the exclusion or limitation of implied warranties. Therefore, only if required by applicable law, some or all of the exclusions or limitations above may not apply to You. You may have other rights from jurisdiction to jurisdiction.

8. Data Disclaimer. The data that are available to You through the Site and Services ("Data") have been received by Us from Payers and other third party sources. WE DO NOT ASSUME ANY RESPONSIBILITY FOR, WARRANT, GUARANTEE OR VERIFY THE ACCURACY OR RELIABILITY OF THE DATA. Your reliance upon the Data obtained by you through the Site and Services is solely at Your own risk.

9. Exclusion of Damages. **UNDER NO CIRCUMSTANCES WHATSOEVER WILL WE, OUR AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE RESPONSIBLE OR LIABLE TO YOU OR ANY OTHER ENTITY UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS AND LOST BUSINESS OPPORTUNITIES), SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES THAT RESULT FROM OR RELATE IN ANY MANNER WHATSOEVER TO (1) YOUR USE OF THE SITE OR THE SERVICES, OR RELIANCE ON THE CONTENT OR DATA, OR (2) ERRORS, INACCURACIES, OMISSIONS, DEFECTS, UNTIMELINESS, SECURITY BREACHES, OR ANY OTHER FAILURE TO PERFORM BY US OR OUR CONTENT PROVIDERS. THE FOREGOING EXCLUSION SHALL APPLY REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** Some jurisdictions do not permit the exclusion of certain types of damages. Therefore, only if required by applicable law, some or all of the exclusions above may not apply to You. You may have other rights from jurisdiction to jurisdiction.

10. Limitation of Liability. **IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, WE SHOULD HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY LOSS, HARM, CLAIM, SUIT OR DAMAGE FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, YOU AND WE AGREE THAT SUCH CUMULATIVE LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE GREATER OF \$1,000 OR THE PROCESSING FEES (THAT PORTION OF THE FEES THAT CONSTITUTE NON-PASS THROUGH FEES) YOU PAID US FOR THE SERVICE INVOLVED DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DAY THE ACT OR OMISSION OCCURRED THAT GAVE RISE TO YOUR CLAIM. YOU AND WE AGREE THAT THE FOREGOING LIMITATION OF LIABILITY IS AN AGREED ALLOCATION OF RISK BETWEEN YOU AND US AND REFLECTS THE FEES, IF ANY, WE CHARGE YOU TO USE THE SERVICES. YOU ACKNOWLEDGE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, WE WOULD NOT PROVIDE THE SERVICES TO YOU.**

11. Indemnity. You agree to defend, indemnify and hold Us harmless against any losses, expenses, costs or damages (including Our reasonable attorneys' fees, expert fees' and other reasonable costs of litigation) arising from, incurred as a result of, or in any manner related to (1) Your breach of the terms of this Agreement, (2) Your unauthorized or unlawful use of the Site or the Services, (3) the unauthorized or unlawful use of the Site or the Services by any other person using Your IDs (4) any inaccurate or incomplete data You provide to Us.

12. Maintenance of Records. You agree to retain records relative to Your use of the Site and Services in accordance with sound business practices and to allow Our access to such records as is reasonably necessary to ensure Your compliance with this Agreement and applicable law during normal business hours upon reasonable advance prior notice.

13. Compliance With Laws; Other Obligations. You shall comply with all applicable laws and regulations in your use of the Site and Services. You agree to execute any and all documents and comply with any and all applicable procedures, rules and regulations which we, the applicable Payer, or applicable law may require in connection with the Services, including without limitation, rules governing record retention, non-discrimination, and error resolution as promulgated by American Express, MasterCard, VISA, the settlement bank, and insurance carriers, each as may be amended from time to time. You also agree to adhere to such rules and regulations as are required by governmental agencies having jurisdiction. You agree to provide all supporting documents requested by Us necessary to comply with said rules and regulations, including the Electronic Funds Transfer Act, Regulation Z, Regulation E and the Federal Truth-in-Lending Act. You hereby appoint Us as Your attorney-in-fact for the limited purpose of using the information You provide to submit electronic transactions and/or sign hard copy (paper) transactions on Your behalf to Payers or third party processors, including but not limited to commercial insurers, Medicare, Medicaid, and government agencies where Your signature is required for transaction processing. You acknowledge that We are not responsible for any Medicare, Medicaid, work related accident or illness claim or other insurance claim and You retain all liability on such claims and agree to indemnify and hold Us harmless on account of all such claims, including the reconciliation or adjustment of any claim. You guarantee that all transactions submitted to Us by You will be on behalf of providers or suppliers that have executed appropriate written authorizations for such submission and a true copy of such authorization shall be furnished to Us upon request. You agree that You will not engage in any activities in violation of federal or state anti-kickback laws or regulations or federal or state laws governing the submission of claims for reimbursement of medical services. **WE ARE NOT LIABLE OR RESPONSIBLE FOR ANY OF YOUR ACTS OR OMISSIONS IN USING THE SITE OR SERVICES IN WAYS THAT ARE NOT IN COMPLIANCE WITH ANY LAW.**

14. Entire Agreement. This Agreement contains the entire agreement between You and Us relating to the subject matter hereof, and supersedes any other oral or written communications relating thereto. This

Agreement may not be amended or supplemented by (1) any purchase order or similar form originated by You relating to the subject matter hereof, or (2) statements of any of Our employees. We reserve the right to make changes to this Agreement at any time without advance notice. We agree to post all amended forms of this Agreement on the Site and such amended forms shall be effective immediately upon its posting. Such amended forms shall be deemed to have been agreed to by You by Your continued use of the Site and Services. It is at all times Your responsibility to read the most current form of this Agreement before using the Site to ensure that You agree to the terms and conditions of any amendments made to this Agreement. You agree that these standards for notice of amendments to this Agreement are reasonable.

15. Term and Termination. This Agreement shall apply as long as You continue to access the Site and use the Services. Your right to access and use the Site and Services immediately terminates without further notice upon Your breach of this Agreement. We may terminate this Agreement and Your right to access and use the Site and Services at any time, with or without cause. You may terminate this Agreement by providing Us with written notice of Your termination and ceasing to use or access the Site and Services. Sections 3, 6, 7, 8, 9, 10, 11, 13 and 14 of this Agreement and any payments due survive the expiration or termination of this Agreement for any reason whatsoever. Upon termination for any reason, Your right to use the Services will immediately cease. We reserve the right to discontinue or make changes to the Services at any time.

16. Governing Law; Jurisdiction. This Agreement is governed by the laws of the State of Tennessee without giving effect to any principles of conflicts of law. Exclusive jurisdiction for any dispute with us, or in any way relating to Your access or use of the Site or the Services, resides in the courts of the State of Tennessee. You agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Tennessee in connection with any such dispute.

17. Other. We may assign this Agreement, in whole or in part, in Our sole discretion. You may not assign Your rights under this Agreement without Our prior written permission. Any attempt by You to assign Your rights under this Agreement without Our permission shall be void. The waiver by Us of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or a subsequent breach of the same or a different kind. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

Schedule B

Business Associate Terms

For purposes of the Business Associate Terms ("BAT"), "Business Associate" shall mean each of the subsidiaries of Emdeon Business Services LLC, a Delaware limited liability company, listed on Exhibit A hereto as amended from time to time as provided herein, who has a relationship with Customer in which such entity creates or receives Protected Health Information (as defined below) for use in providing services or products to Customer.

1. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

1.1 Services. (a) Business Associate provides services (which may include transaction services as well as servicing hardware or software products) ("Services") that involve the use and/or disclosure of Protected Health Information. These Services are provided to Customer under various agreements ("Service Agreements") that specify the Services to be provided by Business Associate. Except as otherwise specified herein, the Business Associate may make any and all uses and disclosures of Protected Health Information created or received from or on behalf of Customer necessary to perform its obligations under the Service Agreements.

(b) Business Associate may perform Data Aggregation for the Health Care Operations of Customer.

1.2. Public Health Activities. Business Associate may use, analyze, and disclose the Protected Health Information in its possession for the public health activities and purposes set forth at 45 C.F.R. § 164.512(b)

1.3. Business Activities of the Business Associate. Unless otherwise limited herein, the Business Associate may: (a) consistent with 45 C.F.R. § 164.504(e)(4), use and disclose the Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of the Business Associate; and

(b) de-identify any and all Protected Health Information in accordance with 45 C.F.R. § 164.514(b). Customer acknowledges and agrees that de-identified information is not Protected Health Information and that Business Associate may use such de-identified information for any lawful purpose.

2. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION

2.1. Responsibilities of the Business Associate. Business Associate agrees to: (a) use and/or disclose the Protected Health Information only as permitted or required by the BAT or as otherwise required by law. Without limiting the foregoing, Business Associate will not sell Protected Health Information or use or disclose Protected Health Information for purposes of marketing, as defined and prescribed in the Privacy Regulation and the American Recovery and Reinvestment Act of 2009 ("ARRA");

(b) report to the Customer any use and/or disclosure of the Protected Health Information of which Business Associate becomes aware that is not permitted or required by the BAT, including but not limited to any breach of unsecured Protected Health Information in compliance with any reporting requirements applicable to Business Associate under regulations implementing ARRA;

(c) report to Customer any Security Incident of which it becomes aware with respect to Electronic Protected Health Information provided by, or created or received by, Business Associate on behalf of Customer ("Electronic Protected Health Information");

(d) mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate not provided for by these BAT;

(e) use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted or required by these BAT;

(f) (i) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Customer; and (ii) make its policies and procedures, and documentation required by the Security Regulation relating to such safeguards, available to the Secretary of HHS for purposes of determining Customer's compliance with the Security Regulation;

(g) require all of its subcontractors and agents that receive, use or have access to Protected Health Information, to agree to adhere to the same restrictions and conditions on the use and/or disclosure of Protected Health Information that apply to the Business Associate;

(h) ensure that all of its subcontractors and agents to whom it provides Electronic Protected Health Information agree to implement reasonable and appropriate safeguards to protect such Electronic Protected Health Information;

(i) make available its internal practices, books and records relating to the use and/or disclosure of Protected Health Information to the Secretary of HHS for purposes of determining the Customer's compliance with the Privacy Regulation;

(j) (i) record all disclosures by Business Associate of Protected Health Information required to be recorded by 45 CFR § 164.528 and, effective upon the compliance date applicable to Customer, by regulations promulgated by HHS pursuant to ARRA, and (ii) within thirty (30) days of receiving a written request from Customer, make available such information to the extent necessary for Customer to make an accounting of disclosures of an individual's Protected Health Information;

(k) within fifteen (15) days of receiving a written request from Customer, make available Protected Health Information necessary for Customer to respond to individuals' requests for access to Protected Health Information about them, to the extent that the Protected Health Information in Business Associate's possession constitutes a Designated Record Set;

(l) within thirty (30) days of receiving a written request from Customer, incorporate any amendments or corrections to the Protected Health Information in accordance with the Privacy Regulation, to the extent that the Protected Health Information in Business Associate's possession constitutes a Designated Record Set; and

(m) limits its uses and disclosures of, and requests for, Protected Health Information (i) when practical, to the information making up a Limited Data Set when practical, and (ii) in all other cases subject to the requirements of 45 CFR § 164.502(b), to the minimum amount of Protected Health Information necessary to accomplish the intended purpose of the use, disclosure or request.

2.2. Responsibilities of the Customer. (a) With regard to the use and/or disclosure of Protected Health Information by the Business Associate, the Customer agrees: (i) to obtain any consent, authorization or permission that may be required by the Privacy Regulation or any other applicable federal, state or local laws and/or regulations prior to furnishing Business Associate the Protected Health Information pertaining to an individual; and (ii) that it will not furnish Business Associate Protected Health Information that is subject to any arrangements permitted or required of the Customer, including but not limited to, arrangements agreed to by Customer under 45 C.F.R. § 164.522 that may impact in any manner the use and/or disclosure of Protected Health Information by the Business Associate under the BAT and the Service Agreement(s).

(b) Customer represents and warrants that its notice of privacy practices permits Customer to use and disclose Protected Health Information in the manner that Business Associate is authorized to use and disclose Protected Health Information under the BAT.

3. TERM AND TERMINATION

3.1. Term. Each term and condition of the BAT shall become effective on the Effective Date, unless such term or condition relates to Electronic Protected Health Information only, in which event such term or condition shall become effective on the later of (a) the compliance date applicable to the Customer under the Security Regulation or (b) the date on which the Parties have executed the BAT. The BAT shall continue in effect unless terminated as provided in this Section 3, provided, that certain provisions and requirements of the BAT shall survive the expiration or termination of the BAT in accordance with Section 4.4 herein.

3.2. Termination by the Customer. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the Customer may immediately terminate the BAT with respect to a Business Associate and any related Service Agreement(s) if the Customer makes the determination that such Business Associate has breached a material term of the BAT. Alternatively, Customer may choose to provide such Business Associate written notice of the breach in sufficient detail to enable Business Associate to understand the specific nature of the breach and afford Business Associate an opportunity to cure the breach; provided, however, that if such Business Associate fails to cure the breach within a reasonable time specified by Customer, Customer may terminate the BAT with respect to such Business Associate and any related Service Agreement(s) to the extent that the Service Agreement(s) requires such Business Associate to create or receive Protected Health Information. If termination is not feasible, Customer shall report the breach to HHS.

3.3. Termination by Business Associate. Any Business Associate may immediately terminate the BAT with respect to such Business Associate and any related Service Agreement(s) if such Business Associate makes the determination that Customer has breached a material term of the BAT. Alternatively, such Business Associate may choose to provide Customer written notice of the breach in sufficient detail to enable Customer to understand the specific nature of the breach and afford Customer an opportunity to cure the breach; provided, however, that if Customer fails to cure the breach within a reasonable time specified by Business Associate, Business Associate may terminate the BAT as it relates to such Business Associate and any related Service Agreement(s) to the extent that the Service Agreement(s) requires such Business Associate to create or receive Protected Health Information. If termination is not feasible, Customer shall report the breach to HHS consistent with 45 CFR § 164.501(e)(1)(ii) and ARRA.

3.4. Automatic Termination. The BAT will automatically terminate with respect to any Business Associate without any further action of the Parties upon the termination or expiration of all Service Agreement(s) between Customer and such Business Associate.

3.5. Effect of Termination. Upon the termination of the BAT with respect to any one or more Business Associates, such Business Associate(s) agrees to return or destroy all Protected Health Information, including such information in possession of such Business Associate's subcontractors, if it is feasible to do so. If return or destruction of said Protected Health Information is not feasible, such Business Associate(s) will extend any and all protections, limitations and restrictions contained in the BAT to the Business Associate's use and/or disclosure of any Protected Health Information retained after the termination of the BAT, and limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

4. MISCELLANEOUS

4.1. Entire Agreement. The BAT, and all attachments, schedules and exhibits hereto, constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous written or oral memoranda, negotiations, arrangements, contracts or understandings of any nature or kind between the Parties with respect to the subject matter hereof.

4.2. Change of Law. Customer shall notify Business Associate within ninety (90) days of any amendment to any provision of HIPAA, its implementing regulations set forth at 45 C.F.R. parts 160 through 164 or other applicable law, which materially alters either Party's or the Parties' obligations under the BAT. The Parties agree to negotiate in good faith mutually acceptable and appropriate amendment(s) to the BAT to give effect to such revised obligations; provided, however, that if the Parties are unable to agree on mutually acceptable amendment(s) within ninety (90) days of the relevant change of law, either Party may terminate the BAT consistent with sections 3.5 and 4.4.

4.3. Construction of Terms. The terms of the BAT shall be construed in light of any interpretation and/or guidance on HIPAA, the Privacy Regulation and/or the Security Regulation issued by HHS from time to time.

4.4. Survival. Sections 3.5, 4.3, 4.8, 4.11, 5, 6 and this Section 4.4, and any other provisions of the BAT that by their terms are intended to survive, shall survive the termination of the BAT.

4.5. Amendment; Waiver. The BAT may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

4.6. Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given above. Each Party may change its address and that of its representative for notice by the giving of notice thereof in the manner herein above provided.

4.7. Counterparts; Facsimiles. The BAT may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

4.8. Disputes. If any controversy, dispute or claim arises between the Parties with respect to the BAT, the Parties shall make good faith efforts to resolve such matters informally.

4.9. Effective Date. The Effective Date of the BAT shall be the date on which the Parties have executed the BAT.

4.10 Binding Agreement; New Parties; Agency.

(a) The BAT shall be binding upon the Parties and their successors and permitted assigns. Any one or more additional subsidiaries of Emdeon Business Services LLC with a relationship with Customer in which such entity creates or receives Protected Health Information for use in providing services or products to Customer (each a "New Party") may join the BAT as a Party and a Business Associate by executing and delivering a counterpart of the BAT. In addition, Emdeon Business Services LLC from time to time lists on its corporate website its subsidiaries which are business associates for purposes of HIPAA compliance ("HIPAA BA Subs"). Each HIPAA BA Sub that creates or receives Protected Health Information for use in providing services or products to Customer shall be deemed to be a New Party without further action by any Party hereto. Whenever a New Party joins this BAT, Exhibit A will be deemed amended (and shall be revised at the request of any Party or Emdeon Business Services LLC as agent for the Business Associates) to list such New Party as a Business Associate hereunder.

(b) The Parties acknowledge that Emdeon Business Services LLC is executing and delivering the BAT solely in its capacity as agent for the Business Associates. By signing below, Emdeon Business Services LLC represents that it has been authorized to execute the BAT on behalf of each Business Associate, including any New Party who joins the BAT under Section 4.10(a).

4.11 No Third Party Beneficiaries. Nothing in the BAT shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

4.12 Contradictory Terms. The BAT hereby amends, modifies, supplements and is made part of the Service Agreement(s), provided that any provision of the Service Agreement(s), including all exhibits or other attachments thereto and all documents incorporated therein by reference, that is directly contradictory to one or more terms of the BAT ("Contradictory Term") shall be superseded by the terms of the BAT as of the date such terms become effective pursuant to Section 3.1, to the extent and only to the extent of the contradiction and only to the extent that it is reasonably impossible to comply with both the Contradictory Term and the terms of the BAT.

5. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

6. DEFINITIONS

Regulatory citations in the BAT are to the United States Code of Federal Regulations Title 45 parts 160 through 164, as interpreted and amended from time to time by HHS, for so long as such regulations are in effect. Unless otherwise specified in the BAT, all capitalized terms not otherwise defined shall have the meaning established for purposes of Title 45 parts 160 through 164 of the United States Code of Federal Regulations, as amended from time to time.

BUSINESS ASSOCIATE TERMS EXHIBIT A

Advanced Business Fulfillment, LLC
CareInsite LLC
Chamberlin Edmunds & Associates, Inc.
Chapin Revenue Cycle Management, LLC
Claims Processing Service LLC
Dakota Imaging LLC
Dakota Imaging, S.A. (Sociedad Anonima)
Emdeon Clinical Services, LLC
Emdeon FutureVision, LLC
Envoy LLC
eRx Audit, LLC
eRx Network, L.L.C.
ExpressBill LLC
Healthcare Technology Management Services LLC

Interactive Payer Network LLC (IPN)
IXT Solutions, Inc.
IXT Solutions Services, Inc.
MedE America LLC
MedE America of Ohio LLC
Medi, Inc.
Medifax-EDI, LLC
The Sentinel Group Services LLC

ePAYMENT SERVICES ADDENDUM

This ePayment Services Addendum ("Addendum") is entered into as of the date shown on the subsequent signature page by and between Envoy LLC, an Emdeon company ("Emdeon") and the Provider identified in the signature block below, and, upon execution, shall be deemed part of, and incorporated into, the Emdeon ePayment Enrollment and Authorization Agreement, and by and between Emdeon and Provider (the "Services Agreement"). Each of Emdeon and Provider are a "Party" under this Addendum, and, collectively shall be referred to herein as the "Parties."

WHEREAS, pursuant to the Services Agreement, Provider wishes to utilize certain services from Emdeon to facilitate the processing of payments between healthcare insurance plans, self-insured employer plans and third-party administrators ("Payers") and Provider;

WHEREAS, this Addendum sets forth provisions regarding the processing of payments via Automated Clearing House ("ACH") electronic payments or via the Check Clearing for the 21st Century Act ("Check 21") transactions;

WHEREAS, the ACH electronic payment services and Check 21 transaction services comprise part of, and are referred to hereunder as, the "Services" as such term is defined and represented in the Services Agreement;

WHEREAS, in connection with the Services, Emdeon will utilize the payment systems of a third-party bank ("Bank");

NOW, THEREFORE, in consideration of the agreements, conditions and covenants set forth below, and other good and valuable consideration, the Parties agree as follows:

1. Definitions.

1.1. Capitalized terms used herein, unless otherwise defined, shall have the meaning set forth in the National Automated Clearing House Association Rules and Operating Guidelines (collectively, and as amended from time to time, the "ACH Rules") as in effect from time to time. Certain capitalized terms shall have the meanings ascribed to them in the Services Agreement, where expressly stated herein.

1.2. Definitions. The following are defined terms for purpose of this Addendum:

"Account" means the account(s) of Provider at Provider's financial institution to be credited during the provision of Services hereunder.

"ACH" shall have the meaning given to such term in the preambles hereto.

"ACH Rules" shall have the meaning given to such term in the preambles hereto.

"Affiliates" means, with respect to any entity, any person or other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such entity, where the term "controls" includes the terms "controlling", "controlled by", and "under common control with" and means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

"Authorized Representative" means each person designated by Provider on Attachment 1 to this Addendum (as modified from time to time by Provider as provided herein) authorized to give Instructions and otherwise transact business with Emdeon.

"ODFI" means a Participating Depository Financial Institution that transmits an ACH Entry directly or indirectly to its ACH Operator for delivery to an RDFI and on which ACH Entry it is designated as the ODFI. For purposes of this Addendum, the ODFI shall be Bank.

"Participating Depository Financial Institution" means a financial institution that (1) is authorized by law to accept deposits, (2) has been assigned a routing number by Thomson Financial Publishing, and (3) has agreed to be bound by the ACH Rules as in effect from time to time.

"RDFI" means "Receiving Depository Financial Institution," a Participating Depository Financial Institution that receives a given ACH debit or credit entry from the ACH Operator. For the ACH Credits initiated by Emdeon to the Provider, the RDFI shall be the Provider's bank.

2. Designated Accounts and Authorized Representatives.

2.1. Accounts. Attachment I sets forth (a) the Account(s) that may be used in connection with the Services and (b) the Authorized Representatives authorized to provide ACH entry-related directions to Emdeon, including reversals of ACH entries (such directions, "Instructions") in connection with the Services. Provider may deliver or transmit Instructions to Emdeon only with respect to an Account. If Provider desires to add or delete an Account or revoke the authority of or add an additional Authorized Representative on Attachment 1, Provider shall execute and deliver to Emdeon a new Attachment 1, which shall supersede in its entirety the prior Attachment 1. Any new Attachment 1 shall be effective only when accepted by Emdeon and Emdeon has had a reasonable time, which shall not exceed 48 hours, to implement changes as evidenced by the new Attachment 1 in accordance with Emdeon's standard procedures for Services. Emdeon shall have no liability for any loss arising from Provider's failure to provide information revoking or changing an Account or such Authorized Representative's authority in the manner stated above.

3. Representations of Emdeon.

3.1. Emdeon will at all times, in the provision of the Services to Payer, comply with the provisions of this Addendum, the ACH Rules, and all applicable state and federal laws.

3.2. Emdeon shall act as the Third-Party Service Provider with respect to the ACH Credit Entries that will be initiated by Emdeon on behalf of Payer in accordance with the relevant payment data received with respect to the Provider. Emdeon will format and transmit ACH Credit Entries from the Bank to the Provider's RDFI.

4. Obligations, Representations and Warranties of Provider.

4.1. Provider shall act as the Receiver with respect to ACH Credit Entries initiated by Emdeon on behalf of Provider, and shall at all times comply with the provisions of this Addendum, the ACH Rules, and all applicable state and federal laws.

4.2. Provider hereby represents, warrants, and covenants as follows (each of which shall be repeated upon the submission of either any ACH Credit Entry to the ACH Operator or any Check 21-related transaction made by Emdeon on Payer's behalf for the payment to Provider, as applicable):

(a) With respect to an ACH Credit Entry, Provider authorizes Emdeon to initiate the Services, including the initiation of any ACH Credit Entry which shall credit the payment amounts due to Provider (the "Payments") from a custodial account at the Bank established for the benefit of the Provider (the "Emdeon Account") and debit the authorized account(s) of Provider (as set forth under Attachment 1) at Provider's RDFI.

(b) With respect to a Check 21-related transaction, Provider acknowledges and agrees that Emdeon may be converting paper checks Emdeon receives from the Payers on the Provider's behalf into electronic remittances or into substitute checks (as such term is defined under Check 21) for the purposes of transmitting the funds owed by Payer to the Provider in a more efficient and timely manner; moreover, Provider agrees that Emdeon or Bank may endorse any and all paper items received from the Payers, and payable to the Provider, in the name of the Provider for the sole purpose of electronically remitting such funds to the Provider.

(c) Provider acknowledges and agrees to the initial deposit of the Payments in the Emdeon Account for the benefit of and ultimate payment to Provider; Provider further acknowledges that the funds underlying the Payments shall be maintained in the Emdeon Account prior to the initiation of either (i) the ACH Credit Entry or (ii) the paper check, electronic remittance or substitute check transaction (as

such term is defined under Check 21) on behalf of the Payer for payment to the Provider. Provider acknowledges and agrees that Emdeon shall be entitled to any and all revenue derived from such Payments funds while such funds reside in the Emdeon Account.

Provider must immediately notify Emdeon if at any time these representations and warranties are no longer true or will, subject to the passage of time, become untrue.

4.3. This EFT Service requires Provider to transition off of the paper remittance advice delivery, and Provider hereby agrees and consents to such transition. Timeframe for once EFT service is initiated is set by individual Payers and not by Emdeon. Provider will be notified via email of paper remittance advice cut off timing and the Provider accounts impacted during the transition time period allotted, on a Payer by Payer basis. Electronic remittance images may be obtained at anytime for EFT Payers by utilizing the Payment Manager – ePayment Edition application, which is provided at no additional charge, at time of successful EFT service implementation.

5. Certain ACH Processing Procedures.

5.1. Notice of Cancelled or Amended Entries. Emdeon shall notify Provider by facsimile or electronic transmission when it becomes aware that an ACH Entry has been cancelled or amended. Emdeon will use its commercially reasonable efforts to retransmit, as necessary, any cancelled ACH Entry by/via ACH (provided such retransmission would not violate the ACH Rules).

5.2. Notice of Reversing Entries. Emdeon shall notify Provider in the event of any duplicate or erroneous origination of an ACH Entry in order to reverse such ACH Entry ("Reversing Entry"). In addition to its rights regarding Reversing Entries under the ACH Rules, Provider shall also permit Emdeon to reverse duplicate or erroneously originated Payments from Provider's Account via alternative forms of funds transmission, including wire transfer or check.

6. Miscellaneous.

6.1. Agency. Emdeon is hereby appointed by the Provider as its "payment agent" and Emdeon shall receive funds in the Emdeon Account on behalf of the Provider. Payment to Emdeon by the Payer shall constitute payment to the Provider.

6.2. Liability for Fines. Provider shall be liable for all fines levied against Emdeon or the Bank by the National Automated Clearing House Association for any violation of the ACH Rules arising from Provider's negligence or intentional misconduct.

6.3. Term of Addendum. This Addendum shall be in full force and effect over the same term as that of the Services Agreement of which it is part.

7. Service and Pricing Terms:

7.1 Please reference Section 5 of Emdeon General Terms and Conditions for specific Payment terms.

7.2 Emdeon EFT Service. No charge for standard ACH transactions.

7.3 Emdeon Check 21 Service. Per Check Rate: \$0.30 (Charges will only apply to payments processed via Check 21 service from Non-Participating Payers).

IN WITNESS WHEREOF, the Provider has caused this Agreement and Addendum to be executed by its duly authorized representative.

Provider/Authorized Representative: (Please print or type)

Name: _____ **Title:** _____

Phone Number: _____ **E-mail:** _____

Signature: _____ **Date:** _____

ATTACHMENT 1

Emdeon ePayment Enrollment Information

Bank Account Information:

If you need to link multiple Tax Id's to a single Account, please duplicate this page and complete for each Account/Tax ID combination.

If you have any questions regarding the enrollment process, please contact the Emdeon Enrollment Team (866.506.2830, Option 1) for assistance.

Check here if you are updating an existing enrollment

Financial Institution Information:

Name: _____
Bank Account Owner Name: _____ Name of Account (Alias): _____
Branch Address: _____ City: _____ State: _____ Zip Code: _____
Type of Account: _____ Checking _____ Savings
Routing Number: _____ Account Number: _____

Corporate or Organization Level:

Full Legal Name: _____ Provider Email Address: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Provider Telephone Number: _____ Provider Fax Number: _____
Federal Tax ID #: _____ Federal Tax ID #: _____
Federal Tax ID #: _____ Federal Tax ID #: _____

Billing Provider #2:

Full Legal Name: _____ Federal Tax ID #: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Provider Telephone Number: _____ Provider Fax Number: _____
Provider Email Address: _____

Billing Provider #3:

Full Legal Name: _____ Federal Tax ID #: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Provider Telephone Number: _____ Provider Fax Number: _____
Provider Email Address: _____

ATTACHMENT 1 (cont.)

Payer Specific Information Form

The following is a list of payers who are currently enabled to submit electronic funds transactions. Certain payers require additional information to allow us to complete the EFT transaction. Below you will find payer information in support of enrollment requirements on the next page.

Payer ID	Payer Name	Payer Phone²	Provider ID	ERA Services¹
22384	Administrative Concepts, Inc		N/A	N
13334	Affinity	866.247.5678	Legacy ID - Optional	Y
75137	AmeriBen		NPI – Required	N
56071	American Family Insurance Group		N/A	Y
42011	American Republic World Insurance Group		N/A	Y
22248	AmeriHealth Mercy Health Plan	800.521.6007 Option 2	Legacy ID - Required	Y
61124	Bluegrass Family Health		N/A	Y
34097	Central Reserve Life Ins Co.		N/A	Y
71404	Continental Provident		N/A	Y
64246	Guardian Life Insurance Company		N/A	Y
77950	Health Alliance Medical Plans		N/A	Y
11324	Health Plus		Legacy ID - Required	Y
11328	Healthcare Partners IPA	800.877.7587	Legacy ID – Required	N
22326	Horizon NJ Health	800.682.9094	Legacy ID - Required	Y
SX073	Independent Health		Legacy ID - Required	Y
41099	John Alden Life Insurance Co.		N/A	Y
23284	Keystone Mercy Health Plan	800.521.6007 Option 1	Legacy ID - Required	Y
20475	MDWise Hoosier Alliance	888.961.3000	Legacy ID - Required	Y
04332	Network Health		N/A	Y
SX158	Paramount Health		N/A	NA
61129	Passport Health Plan	800.578.0775	Legacy ID - Required	Y
TH131	Physicians United Plan	877.438.1150	Legacy ID - Optional	N
65088	Preferred Care Partners		N/A	N
91184	Sanford		N/A	Y
23285	Select Health of South Carolina	800.741.6605	Legacy ID - Required	Y
76342	Sierra Health Services		NPI – Required	Y
SX142	South Indiana Health Operations - HMO		N/A	NA
39065	Time Insurance Company		N/A	Y
69493	Tower Life Insurance Co.		N/A	Y
70408	Union Security Insurance Company		N/A	Y
38337	Upper Peninsula Health Plan		NPI – Required	N
37272	Wells Fargo TPA		N/A	Y
75276	World Insurance Co.		N/A	Y

Legend:

Legacy ID Required: Payer assigned Billing Provider ID

Legacy ID Optional: Payer assigned Billing Provider ID

National Provider ID Required: The NPI is used for these payers.

National Provider ID Optional: The NPI is used for these payers.

N/A – Not Applicable: Supports routing at TaxID level only

¹ERA Availability – ERAs are available via existing vendor channel or from Emdeon standard enrollment process.

²Payer Phone – Numbers have been provided for those payers who may require an additional identification number for payment routing. Please call if you are unsure what ID to use as these are payer assigned.

ATTACHMENT 1(cont.)

Authorized Representatives Information:

The people listed in this section are those people, authorized by the provider, with which Emdeon can release information.

If you have any questions regarding the enrollment process, please contact the Emdeon Enrollment Team (866.506.2830, Option 1) for assistance.

Authorized Representative #1: (Please print or type)

Name: _____ Title: _____

Phone Number: _____ E-mail: _____

Signature: _____ Date: _____

Authorized Representative #2: (Please print or type)

Name: _____ Title: _____

Phone Number: _____ E-mail: _____

Signature: _____ Date: _____

Authorized Representative #3: (Please print or type)

Name: _____ Title: _____

Phone Number: _____ E-mail: _____

Signature: _____ Date: _____

Authorized Representative #4: (Please print or type)

Name: _____ Title: _____

Phone Number: _____ E-mail: _____

Signature: _____ Date: _____

PROVIDER SIGNATURE

Provider authorizes Envoy LLC to initiate ACH debit and credit entries to the above account(s) at the above depository financial institution(s). Provider acknowledges that the origination of ACH transactions to the above account(s) must comply with the provisions of U.S. law. Provider also acknowledges that in the provision of the ePayment Services, the Provider's enrollment information will be made available to the payers making payment to the Provider through the ePayment Services.

If Provider desires to revoke or modify the authority of any Authorized Representative or add additional Authorized Representatives, Provider must execute and deliver to Bank a new Attachment 1. Letters or other forms of communications will not be accepted. Any subsequent Attachment 1 supersedes any previously submitted Emdeon Contract. **CURRENT AUTHORIZED REPRESENTATIVES NOT ON THIS LIST WILL BE DELETED.**

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their respective duly authorized representatives

Provider: (Please print or type)

Name: _____ Title: _____

Phone Number: _____ E-mail: _____

Signature: _____ Date: _____