

## **TERMS AND CONDITIONS FOR ELECTRONIC FUNDS TRANSFER (EFT) AGREEMENT AND AUTHORIZATION**

The undersigned parties ( \_\_\_\_\_ ) (**Vendor**) and **HUMANA**) hereby agree to the following terms and conditions with respect to Electronic Funds Transfer:

1. Payment for all claims submitted to HUMANA and its affiliates, will be made through Electronic Funds Transfer (EFT), based on the information provided by the Vendor in the attached, executed, Authorization.
2. HUMANA will rely exclusively on information supplied by the Vendor, in the attached Authorization for payment of claims through EFT.
3. The Vendor, or an authorized representative of the Vendor, will notify HUMANA in writing of any changes or corrections to information contained in the Authorization at the time this Agreement is executed and any future changes in this information. Notification will be made in a timely manner to allow HUMANA to respond to any corrections or changes. Vendor hereby releases HUMANA from any liability, which may arise solely by reason of error, mistake or fraud, relating to the information provided on the Authorization by the Vendor.
4. HUMANA will make payment in accordance with and be governed by the National Automated Clearinghouse Association's Corporation Trade Payment Rules, which are incorporated herein by reference and made a part hereof. HUMANA's EFT process is governed by and in accordance with the laws, other than choice of law provision of any particular contract, of New York, including Article 4A of the Uniform Commercial Code as enacted by the State of New York and amended from time to time.
5. Payment is initiated in accordance with the terms of the agreement. Except as provided for herein, the terms and conditions of this agreement neither enlarges or diminishes the respective rights and obligations of the parties within (with respect to any other agreement between the parties) any applicable commercial agreement. Vendor acknowledges that payment of claims have been made when the financial institution designated by the Vendor has received or has control of the payment transaction. This will generally occur within two (2) calendar days following initiation by HUMANA.
6. If HUMANA initiates payment on a non-banking day at HUMANA's originating bank, the funds transfer will occur the following day. In all cases, "Banking Day" is defined as the day on which both trading partners' banks will be available to transmit and receive these fund transfers.
7. HUMANA has the right to adjust future payments should any payments previously made by Humana be determined to be a duplicate payment, in excess of requirements, is fraudulent or made in error.
8. HUMANA is responsible for payments under the terms of this agreement up to the point at which the Vendor's financial institution receives the payment from HUMANA or otherwise has control of the transaction. Responsibility for any loss after such time will be the Vendor's unless the loss is due to the negligence of HUMANA or HUMANA's originating bank.

9. Vendor shall notify HUMANA immediately if payment is not received as described in item 8 above. HUMANA shall have a reasonable time (not to exceed ten (10) business days) to make such payment.

10. Vendor agrees to submit all claims for payment electronically to HUMANA and accept remittance detail via the ANSI X.12-835 format from HUMANA in order to receive payment of such claims by HUMANA electronically.

11. Either party may terminate this agreement upon 30 (thirty) days' written notice to the other party. This Agreement may also be terminated upon mutual written agreement of the parties. Humana may terminate this agreement upon 30 (thirty) days notice to Vendor in the event that the Vendor fails to submit claims electronically to HUMANA or is unable to accept remittance detail via the ANSI X.12-835 format from HUMANA according to this agreement. Notice may be made as follows: **HUMANA will notify the Vendor in writing at the address provided on the attached authorization. The Vendor, or an authorized representative, must notify HUMANA as follows: Humana Inc, EFT/EDI Coordinator, Treasury Department, P. O. Box 1438, Louisville, KY 40201-1438**

**AGREED TO BY:**

HUMANA:

\_\_\_\_\_  
Print Name of Vendor

By: \_\_\_\_\_  
Signature (Market President)

By: \_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Market Location

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Humana Inc.

## EFT AUTHORIZATION

The information concerning your organization's financial institution will be used to make Electronic Funds Transfer payments on all claims that are due and approved for payment to the legal business name listed below:

Vendor Legal Business Name:		Federal Tax ID #
Address:		
City:	State:	Zip Code:
Name of contact person for billings and payments: (Please print)	Telephone:	E-Mail Address:
<b>FINANCIAL INSTITUTION INFORMATION</b>		
Name of Financial Institution:		Telephone:
Address:		
City:	State:	Zip Code:
Nine (9) Digit American Banker's Association (ABA) Identifying Number for Routing the Transfer of Funds:		
ABA (transit routing) number:		
Account Name and Number at the Financial Institution to be Credited with Invoice Payments. Please attached a blank deposit ticket, voided check, or bank spec sheet.		

**Vendor must notify HUMANA in writing of any changes to the above information.**

**VENDOR'S AUTHORIZING OFFICIAL:** By signing this document, you authorize HUMANA to send EFT payments to the above company account and your company agrees to the terms and conditions for EFT.

Signature	Date
Printed Name	Telephone
Title	( _____ ) Number of float neutral days

**NOTE:** Funds availability for Electronic Funds Transfer payments will depend on your financial institution's federal reserve clearinghouse receipt schedule.

Note to Humana Director Provider Contracting: When this document has been executed, please send the **original** with a copy of a deposit ticket, voided check, or bank spec sheet to: Humana Inc., Attention: ERA/EFT Coordinator, 101 East Main Street, 8<sup>th</sup> Floor, Louisville, KY 40201