



Eligibility Enrollment Instructions – Enrolling for Eligibility as a Standalone Service

<p>New NDCHealth Eligibility Customers</p>	<p>Eligibility is an additional service and is not part of the EDI Claims package. If you are enrolling for claims you can enroll for Eligibility at the same time. You can also elect to enroll for Eligibility as a stand alone service and do not have to be enrolled in for Claims Services to enroll for Eligibility.</p> <ul style="list-style-type: none"> Indicate on the <u>EDI Customer Contract</u> that you wish to be setup for Eligibility. For Eligibility pricing questions please see the Eligibility pricing matrix below or contact MedicServe at 631-941-1014 if you have additional questions. Verify that Eligibility is available for the payers you wish to process Eligibility transactions with. The payer lists are available at the following locations: <ul style="list-style-type: none"> Complete any required Eligibility Carrier Agreements and forward to the payers. This information must be included on the Eligibility Enrollment Request Form. These agreements can be found at www.ndchealthvar.com/carrierareements Complete the Eligibility Enrollment Request Form attached. Fax completed form along with the EDI Customer Contract to 631-941-1013 Wait for approval from NDCHealth or the clearinghouse before processing Eligibility Transactions. You will be notified via fax that the Eligibility payer has been approved.
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Eligibility Pricing Sheet

Please use the following price table when filling out the EDI Customer Contract or EDI Services Amendment. Incorrect pricing will cause a delay in processing your Eligibility Request.

Product Description	Standard MSRP
<p>Electronic Eligibility Verification - This service enables providers to submit either batch or single real-time requests for patient eligibility status. Responses vary, but may include request validation, patient demographics, member and subscriber ID, coverage status, co-payment, medical groups and primary care physician data.</p> <p>NOTES: Contact NDCHealth for pricing on transaction volumes higher than herein specified. Connectivity to the Phoenix transaction processing platform is required.</p>	<p>1 Provider Practice: \$39 per Practice per month for up to 500 monthly transactions</p>
	<p>2-5 Provider Practice: \$78 per Practice per month for up to 1,200 monthly transactions</p>
	<p>6-10 Provider Practice: \$125 per Practice per month for up to 2,700 monthly transactions</p>
	<p>For Billing Services Only: \$200 per Practice per month for an up to 5,000 monthly transactions block. No Provider quantity limit.</p>
	<p>For Billing Services Only: \$275 per month for an up to 8,000 monthly transactions block. No Provider quantity limit.</p>

TERMS AND CONDITIONS

TERM AND TERMINATION: This Agreement shall remain in full force and effect between NDCHealth Corporation (hereinafter NDC) and Customer for an initial term of twenty-four (24) months, beginning upon the date when accepted by NDCHealth, as evidenced by the performance of its obligations hereunder, and it shall be automatically renewed for successive one (1) year periods on the same terms and conditions expressed herein, or as may be amended, unless either party gives the other party written notice of termination at least thirty (30) days prior to the expiration of the initial term or any extensions or renewals thereof. Customer may discontinue services from NDC with thirty (30) days written notice and upon payment to NDC of an early termination fee equal to eighty percent (80%) of the fees which NDC would have earned for the balance of the remaining term based on the Anticipated Monthly Volume set forth on the first page hereof. Either party may terminate this Agreement if the other party fails to perform or to comply with the terms of this Agreement and if such failure is not cured within thirty (30) days after written notice thereof. Upon expiration or termination of this Agreement for any reason, Customer shall cease using the software and, if applicable, at its own risk and expense return the software provided by NDC to such address as NDC shall designate, in the same condition as when delivered, ordinary wear and tear excepted. NDC reserves the right from time to time, as may be reasonably necessary, without liability to Customer or its customers, to suspend, revise, modify, or update any part of the Services, upon reasonable notice to Customer.

RULES AND REGULATIONS: Customer agrees to secure any necessary authorizations and to comply with all applicable rules and regulations governing the services provided pursuant to this Agreement including, without limitation, rules governing record retention, non-discrimination, and error resolution as promulgated by NDC and insurance carriers as amended from time to time. Customer shall also adhere to such laws, rules, and regulations as are required by governmental agencies having jurisdiction. Customer shall provide all supporting documents requested by NDC necessary to comply with such laws, rules, and regulations.

NDC RESPONSIBILITIES: NDC will provide the services and will process the transactions selected upon timely receipt of properly entered or coded data files or other required information as applicable. Customer shall deliver accurate and complete electronic encoding of transactions in NDC's acceptable medium and common format, as designated by NDC. Provide support for Customer by having available a telephone number for Customer's use in contacting NDC for assistance with the software system use and equipment maintenance, where applicable.

CUSTOMER RESPONSIBILITIES: Prepare the location or locations for use of the services and be responsible for the safekeeping, insurance, and security of all network services, software, and equipment on Customer's premises. Customer will access the system pursuant to NDC's instructions, and request information from NDC only in connection with the services provided, and ensure that every claim submitted can be readily associated and identified with the corresponding patient's medical and business office records, including patient authorizations and signatures. All original and source documents will be retained according to federal and state law and regulations. Customer agrees that NDC has the right to audit and confirm information submitted. Customer assumes all liability regarding said information. Customer agrees to consider and treat all information received through the network as confidential.

FEES AND CHARGES: Unless Customer is billed directly by an NDC reseller, distributor, or other entity designated by NDC, Customer shall compensate NDC under this Agreement as follows: All fees set forth on the first page hereof will be billed as such fees are incurred, and NDC will automatically debit or charge such fees to Customer's designated account on a monthly basis and provide an electronic copy of such fees to Customer. Effective January 1 of each year thereafter, NDC may increase the rate for processing services in an amount not to exceed the Consumer Price Index (CPI) percentage increase. NDC may at any time, in addition to CPI, increase its transaction rates for paper transactions including, without limitation, statements, collection letters, and paper insurance claims by amount equal to NDC's increased cost per transaction for forms, envelopes and postage. In addition, Customer will be charged an amount equal to any taxes based on any of the above referred-to charges or services. If any debit or charge to Customer's account is refused or denied for, among other reasons, insufficient funds, or the expiration, or closing of such account, Customer agrees to pay a service charge of one and one-half percent (1½%) per month, but not in excess of the lawful maximum, on the past due balance. In the event that any bill is not timely paid as provided herein, NDC may, in addition to any other right or remedy which it may have under this Agreement or at law, terminate this Agreement and Customer's use of the services if Customer does not effect payment in full within ten (10) days of NDC's written demand therefor. Customer agrees to reimburse NDC for all costs and expenses, including but not limited to reasonable attorney's fees and all costs and fees of collection, incurred in enforcing NDC's rights or remedies. NDC shall have the right to increase the fees and charges paid by Customer to offset any increase in rates charged by the communications common carriers or NDC's timesharing suppliers, or access charges from insurance carriers, or if any change in the rules, regulations or operating procedures of any service supplier or any cognizant federal, state or local governmental agency or regulatory authority results in such cost increase. Any such increase shall become effective on the same day as the increase becomes effective as to NDC. Customer acknowledges that it is solely responsible for any telecommunications charges incurred by Customer for the purpose of accessing the NDC services.

WARRANTIES; LIMITATION OF LIABILITY: NDC agrees to use commercially reasonable efforts to provide the products and/or services described on page one of this Agreement. Should there be any failure in performance or errors or omissions with respect to the information being transmitted (because of negligence or otherwise), the exclusive liability or responsibility of NDC hereunder shall be: (1) to furnish to Customer the correct report or data or to resume the services or deliver the reports contemplated, as the case may be, as soon as reasonably possible; (2) If Customer reports a malfunction to NDC and NDC determines the malfunction is software related, NDC shall download new software to the equipment and Customer shall cooperate with NDC to help accomplish the same. NDC shall not be liable for failure to provide the products and/or services if such failure is due to any cause or condition beyond its reasonable control, including but not limited to incompatibility, failure, or malfunction of any Customer equipment. In no event will NDC be liable for any claim, loss, liability, correction, cost, damage or expense caused by NDC's performance or failure to perform hereunder which is not reported by Customer within thirty (30) days of such failure to perform. Notwithstanding any provision to the contrary set forth herein, NDC shall have no responsibility or liability to Customer with regard to actions of third parties, including but not limited to disputes concerning payment of claims, eligibility status of a patient, or any other payer-submitted information. Information submitted by a payer through NDC is no guarantee of payment and does not constitute a promise to pay; eligibility information is subject to change, and waiting periods may apply. Except to the extent of any negligence or willful misconduct by NDC, Customer shall indemnify and save harmless NDC from and against any and all loss, damage, or expense (or claims of damage or liability) asserted against NDC by third parties and arising out of or related to this Agreement.

THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE, AND EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NDC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL NDC BE LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, SUCH AS LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF NDC FOR ACTUAL OR DIRECT DAMAGES UNDER OR FOR BREACH OF THIS AGREEMENT, OR IN ANY WAY RELATING TO THE PRODUCTS AND/OR SERVICES PROVIDED HEREUNDER, WHETHER ACTION IS BROUGHT IN TORT, CONTRACT OR OTHERWISE, SHALL NOT EXCEED THE AVERAGE AMOUNT PAID BY CUSTOMER TO NDC PER MONTH AVERAGED OVER THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE SUCH DAMAGES WERE INCURRED, OR IN THE EVENT CUSTOMER HAS MAINTAINED SERVICES FOR LESS THAN TWELVE (12) MONTHS, FOR AN AVERAGE MONTH DURING THE LENGTH OF TIME THE SOFTWARE OR SERVICE HAS BEEN MAINTAINED.

PROPRIETARY RIGHTS: Customer shall have no title, right, or interest including, but not limited to, copyright interests, patent rights, license rights, or property rights in the services or in any related software provided or made available by NDC. Any software provided to or made available to Customer by NDC under this Agreement, including any modifications thereto and written documentation therefore ("Software") shall at all times remain the property of NDC, and shall be protected by Customer from disclosure to third parties. NDC grants to Customer a nonexclusive, nontransferable license to use the Software, which may be used solely in connection with the services provided by NDC hereunder. Customer shall not transfer, rent, lease, convey, assign, translate, reverse engineer, decompile, disassemble, copy, or modify the Software.

SUCCESSORS AND ASSIGNS: All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, including, without limitation, any successor to either party resulting by reason of corporate merger or consolidation or incorporation of a partnership. Notwithstanding the foregoing, Customer cannot assign said Agreement to another party without written notification to and consent from NDC, which consent shall not be unreasonably withheld. The obligations of NDC under this Agreement may be provided or fulfilled by any parent, subsidiary, affiliate, successor corporation or subcontractor of NDC.

APPLICABLE LAW AND SEVERABILITY: This Agreement shall, in all respects, be interpreted, construed, and governed by, and in accordance with, the laws of the State of Georgia, without giving effect to its conflicts of laws provisions, provided however that NDC hereby consents to the nonexclusive jurisdiction of the State and Federal courts located in the state set forth in Customer's address on the cover page of this Agreement. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

CONFIDENTIALITY: Each party acknowledges and agrees that information disclosed by the other party under this Agreement which is marked as confidential or proprietary (or which is identified as such herein) is confidential, and that such information will not be disclosed by the party receiving said information except as required by law. The obligations of the immediately preceding sentence do not apply to information which: (i) is known by the receiving party prior to disclosure by the disclosing party; (ii) is or becomes publicly available through no fault of the receiving party; (iii) is independently developed by the receiving party, apart from any disclosure by the other party; or (iv) otherwise becomes available on a nonconfidential basis from a third party. Customer represents and warrants that Customer has obtained all patient consents or authorizations necessary for the transmission of information to NDC, and handling thereof, as provided herein.

PLEASE INITIAL AND DATE BELOW

Initials:	Date:
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If Customer is a covered entity under the Health Insurance Portability and Accountability Act of 1996, as amended, and any regulations issued thereunder (the "Act"), then solely with respect to any protected health information (as defined in the Act) received from Customer under this Agreement, NDC shall as required by the Act or other applicable law (i) not use or disclose protected health information other than as permitted or required by this Agreement or by law, (ii) use appropriate safeguards to prevent prohibited use or disclosure of such information, (iii) report to Customer any unauthorized use or disclosure of such protected health information of which NDC becomes aware, (iv) ensure that any agents to whom it provides protected health information agrees to the same restrictions and conditions that apply to NDC with respect to such protected health information; (v) make available, amend, or provide an accounting of disclosures of protected health information, to individuals or the Secretary of the United States Department of Health and Human Services; and (vi) make NDC's internal practices, books, and records relating to such disclosures available to the Secretary. Upon termination of this Agreement, NDC shall, at NDC's option return, destroy or de-identify any protected health information received from Customer under this Agreement and then in NDC's possession. It is acknowledged and agreed that nothing herein restricts NDC from using de-identified aggregated data derived from Customer's use of the Services provided hereunder, as permitted by law, so long as NDC does not attribute any such data to Customer or to its customers.

REPRESENTATIONS - ENTIRE AGREEMENT - MODIFICATIONS - NOTICES: Customer acknowledges that it has not been induced to enter into this Agreement by any representation or warranty not set forth in the Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter, supersedes all existing agreements between them concerning its subject matter, and no oral statements, representations or prior written material not contained in the Agreement or incorporated herein shall have any force or effect. Except as set forth herein, this Agreement shall not be modified in any way except by a writing signed by authorized representatives of both parties. If Customer issues a purchase order or memorandum or other instrument covering the products and/or services herein provided, it is specifically understood and agreed that such purchase order, memorandum, or other instrument is for Customer's internal purposes only, and any and all terms contained therein, whether printed or written, shall be of no force or effect to the extent that they are inconsistent with or in addition to the provisions of this Agreement. Notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or sent by overnight courier or First Class United States Mail, postage prepaid and addressed to the appropriate party at the address set forth on the first page of this Agreement. Refusal to accept delivery will be deemed receipt. A party may change its notice address for purposes of this Agreement by giving written notice to the other party.

PLEASE INITIAL AND DATE BELOW

Initials:	Date:
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Payment Authorization Form

This information is required for NDCHealth to bill monthly fees for services as outlined in the Fees & Charges section of the Terms and Conditions. Please complete EITHER the top Section A for credit card authorization or the bottom Section B for direct debit/ACH authorization.

N/A WHOLESALE VAR

SECTION A: Credit Card Authorization Form

Circle one: VISA MasterCard American Express Discover
Credit Card #: _____ Expiration Date: _____
Account Holder Name (as it appears on the credit card): _____
Billing Address: _____
City, State, Zip: _____

I hereby authorize NDCHealth Corporation to bill my credit card listed above for electronic and related claims activity. I agree to pay the monthly total according to the terms and conditions of the card issuer agreement.

Signature of Account Holder _____
Date

SECTION B: Direct Debit/ACH Authorization Form

I (we) hereby authorize NDCHealth Corporation, hereinafter called COMPANY, to initiate debit entries to my (our) checking account indicated below and the depository named below, hereinafter called DEPOSITORY, to debit the same to such account. The debit entries will be made on or around the 15th day after the invoice date.

Depository Name: _____ Branch: _____
City, State, Zip: _____
Routing/ABA #: _____ Bank Account #: _____

This authority is to remain in full force and effect until COMPANY and DEPOSITORY have received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it. I (or either of us) have the right to stop payment of a debit entry by notification to DEPOSITORY at such time as to afford DEPOSITORY a reasonable opportunity to act on it prior to charging the account listed herein. After the account has been charged, I (we) have the right to have the amount of an erroneous debit immediately credited to the account by DEPOSITORY, provided I (we) send written notice of such debit entry in error to DEPOSITORY within 15 (fifteen) days following issuance of the account statement or 45 days after posting, whichever occurs first. This agreement is subject to all terms and conditions shown above.

Primary Acct. Holder: _____
SIGNATURE PRINT NAME DATE

Joint Acct. Holder: _____
SIGNATURE PRINT NAME DATE



Eligibility Enrollment Request Form

Client Information:			
<input type="checkbox"/> Existing Phoenix Customer <input type="checkbox"/> New Phoenix Customer			
Client Name:			
Client ID: If new Customer leave this field blank		Date of Request:	
Phone Number:		Fax Number:	

Practice Information:						
Complete one form for each Practice Tax ID. If multiple providers, please list each provider below.						
Practice Name:						
Address:				Tax ID:		
City:		State:		Zip:		
Provider Name:			Provider Name:			
Provider Name:			Provider Name:			
Provider Name:			Provider Name:			

Eligibility Payer Information:				
Enter Payer information for those Eligibility Payers requiring enrollment. (See Eligibility Payer List)				
Payer ID	Payer Name	Date Sent to Payer	Service Used (i.e.: FedEx, UPS, USPS)	Tracking # (if applicable)

Return to MEDICSERVE – Fax # 631-941-1013