



Registration

Apex EDI is dedicated to providing a smooth and simple transition of your electronic claims processing. Please complete this form and **fax it to 801-642-0333** to let Apex EDI start helping you get your claims paid. You may also learn more online at **www.apexedi.com/request-for-information**. A member of the Apex team will contact you to provide an introduction and assist you with any questions you may have.

For more information please contact us at 800-840-9152.

Practice/Provider Name	Tax ID
Street Address	Group NPI
City, State, Zip	Doctor #1
Contact Name	NPI
Email Address	Doctor #2
Phone Number	NPI
Practice Management System	CC# <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> AmEx <input type="checkbox"/> Discover Exp. Date
Number of providers	Signature

Please fill out this registration page and fax to us at **801-642-0333**

For more information on electronic claims contact
Apex EDI at (800) 840-9152
www.apexedi.com

ELECTRONIC SERVICES AGREEMENT TERMS AND CONDITIONS

DEFINITIONS: For purposes of this agreement, the following definitions apply: (i) "APEX" or "APEX EDI" refers to Apex Electronic Data Interchange, Inc., a Utah corporation; (ii) "Client" refers to the person or entity other than APEX that is a party to this Agreement; (iii) "Provider of Service" refers to any person who provides professional medical or dental goods or services to or for the benefit of a patient, including, but not limited to, physicians, dentists, physician's assistants, and technicians; (iv) "Claim" refers to information from the Client regarding medical or dental services for which reimbursement is sought from Insurers; (v) "Business Day" refers to a weekday which is not a state or federal holiday; (vi) "Returned Payment" refers to returned checks, charge-backs of electronic funds transfers, and denials of credit card payments; (vii) "Insurer" refers to the insurance carrier or other third party that is obligated to pay for services provided by Provider of Service; (viii) "Electronic Paper Claim" refers to a Claim that cannot be submitted to an Insurer electronically, but that must be printed and mailed or otherwise transmitted to the Insurer.

SERVICES: Client may upload Claims to APEX's system at any time, day or night, between 12:01 a.m. Mondays through 11:59 p.m. Saturdays. APEX will use its best efforts to electronically process and submit the Client's Claims to the corresponding Insurers within one Business Day after receipt by APEX, except those Claims that contained errors when they were uploaded to APEX. APEX will deliver to the Client periodic reports verifying the submission of Claims to Insurers. APEX does not guarantee 100% up-time of its Claim reception system.

NO RIGHTS TO SOFTWARE: This Agreement does not grant to the Client any rights or ownership interest in APEX's software. Client may not copy or attempt to copy the APEX software. Client will not disclose to any third party any information regarding the APEX software or systems without the prior written consent of APEX.

FEES AND CHARGES: In the event that client pays a one-time set-up fee as a condition of this Agreement, said set-up fee is refundable during the first sixty (60) days after the date of this Agreement if the Client notifies APEX in writing during that time that it is terminating this Agreement because it is not satisfied with APEX's services and that it desires a refund of the set-up fee. After sixty (60) days from the date of this Agreement, the set-up fee is non-refundable. Client shall pay a monthly service fee per provider as outlined in the Apex registration process. The electronic or hard copy registration document outlining any monthly or per claim service fees and or any set up fees is expressly added to this agreement in its entirety as an addendum. If and when a Set Up fee is charged to the client, the Set Up fee is deemed earned by Apex upon completion of the Set Up process (as defined by Apex EDI at its sole discretion). Billing for the earned Set Up fee will occur at the next regularly scheduled Apex billing cycle regardless of any claims volume that may or may not have been submitted to Apex for processing. It is also expressly agreed and understood that Apex will charge Client \$50.00 per provider added to the Apex service after the initial Set Up of the Apex system has been completed. In addition, Client shall pay to APEX a charge of \$0.48 for each Electronic Paper Claim processed by APEX. Each Electronic Paper Claim requiring resubmission, unless the resubmission is necessitated by errors caused by APEX, will be charged an additional per-claim charge. *Client shall notify APEX in writing of any changes in the number of Providers of Service at Client's location.* Each Claim submitted for reimbursement on services rendered prior to 28 days before the date of this agreement will be charged the Electronic Paper Claim rate. APEX reserves the right to revise any of these charges upon providing Client written notice no less than forty-five (45) days before the change.

INVOICES: APEX will bill Client for its services on a monthly basis. Payment will be due by Client within ten (10) days from the date of the invoice. A late charge of the greater of \$5.00 per invoice per month or 1.5% of the invoice amount per month shall be charged on all past due accounts. Any disagreement to the charges on the invoice must be presented in writing to Apex within ninety (90) days of invoice date.

RETURNED PAYMENT: Client shall pay to APEX a handling fee of \$20 for each Returned Payment.

CLIENT AUTHORIZATION: APEX is hereby authorized to prepare and submit Claims on Client's behalf. APEX is hereby authorized to use signature methods as required by the Insurer to whom Claims are submitted. Such methods include, but are not limited to, a computer-printed name, a signature stamp, and the hand written initials or signature of a representative of APEX.

VERIFICATION OF CLAIMS: Client certifies that each Claim represents services that have been personally rendered by Client or under Client's personal direction.

LIMITATION OF LIABILITY: In the event that APEX fails to promptly submit accurate Claims information to Insurers as required by this Agreement, APEX's obligation and liability to Client shall be limited to resubmitting the Claims at APEX's own cost and expense. Such submission or resubmission, or the cost of such submission or resubmission, shall be Client's sole and exclusive remedy against APEX for failure to promptly submit accurate Claims information. **APEX SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES.** APEX does not guarantee the payment, timely filing, or timing of payment of any Claims submitted by APEX.

EVENTS BEYOND PARTIES' CONTROL: Neither party shall be responsible for delays or failures in performance resulting from acts or events beyond its control, including but not limited to acts of nature, governmental actions, fire, labor difficulties or shortages, civil disturbances, transportation problems, interruptions of power, supply or communications or natural disasters, provided such party takes reasonable steps to minimize the effects of such acts or events.

HOLD HARMLESS AGREEMENT: Client agrees to hold APEX harmless from any liability resulting from Client's violations of state or federal regulations relating to the provision of medical or dental goods or services, the extension of credit, or the handling of accounts receivable.

ARBITRATION AGREEMENT: In the event a dispute arises between APEX and Client under this Agreement, the dispute shall be resolved by arbitration in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association then in effect, unless the parties mutually agree otherwise. This entire agreement will be governed by the laws of the State of Utah, and this agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law of the State of Utah. The parties agree that any proceeding for resolution of a dispute arising under this agreement shall be initiated in Salt Lake City, Utah unless otherwise agreed by both parties.

TERMINATION: This agreement is effective for twelve (12) months from the date of this agreement. Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party. Upon termination of this Agreement, Client shall immediately return to APEX all hardware and software provided by APEX, and shall immediately remit to APEX all amounts due under this Agreement. If Client terminates the agreement within fourteen (14) days from the date of this agreement there will be no early termination fee and the client will be responsible for all claims sent up to the day of termination at a rate of \$.48 per claim. If Client terminates this Agreement before the end of the twelfth (12th) monthly billing cycle, Client shall pay an early termination fee of \$400 per Provider of Service (or number of claim blocks). The number of Providers of Service (or number of claim blocks) is determined by an average number during the first two (2) full months of service.