



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

The undersigned parties (_____) (Vendor) and Humana Health Plans of Puerto Rico, Inc., and /or Humana Insurance of Puerto Rico, Inc., corporations organized and existing under the laws of the Commonwealth of Puerto Rico, and its affiliates, (hereinafter referred to as **HUMANA**) hereby agree to the following terms and conditions:

1. Payment for commissions due by 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 the information, which was supplied by the Vendor, contained in the attached Authorization for payment of commissions 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. This Agreement applies to and amends all existing agreements between the parties by incorporating the terms and conditions herein.
5. 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.
6. Payment is initiated within the normal terms of HUMANA's agreement with Vendor. The terms and conditions of this Agreement neither enlarge nor diminish the respective rights and obligations of the parties within any applicable agreement. HUMANA will consider payment as having 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.
7. 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.
8. 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, fraudulent or in error.



9. HUMANA is responsible for making all payments by this Agreement up to the point where the Vendor's financial institution receives or has control of the transaction. Any loss of data at that point will be borne by the Vendor unless the loss is due to the sole negligence of HUMANA or HUMANA's originating bank.
10. Vendor shall notify HUMANA immediately if payment is not received as described in item 9 above. HUMANA shall have a reasonable time (not to exceed ten (10) business days) to make such payment.
11. Either party can terminate this Agreement, provided that notification is made in writing to the other party as agreed herein, and that both parties agree on the termination date. Otherwise, HUMANA will continue to make Electronic Funds Transfer payments to the Vendor as specified and agreed herein.

Notice of termination will be as follows. HUMANA will notify the Vendor in writing at the address provided on the Authorization. The Vendor, or an authorized representative, must notify HUMANA as follows: Humana, Migdalia Rivera - EFT Coordinator, 383 FD Roosevelt Avenue, San Juan PR 00918-2131.

AGREED TO BY:

- () HUMANA HEALTH PLANS OF PUERTO RICO, INC.
() HUMANA INSURANCE OF PUERTO RICO, INC.

By _____
Signature (Authorized Representative)

Print Name

Print Title

Date

Print Name of Vendor

By: _____
Signature (Authorized Representative)

Print Name

Print Title

Date



AUTHORIZATION

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

Vendor Legal Business Name :		Social Security #	Agent #
Address:			
City:	State:	Zip Code:	
Name of contact person for billings and payments: (Please print)	Telephone:	E-Mail Address:	
FINANCIAL INSTITUTION INFORMATION			
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 Commissions Payments. Please attach a blank deposit ticket, void 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

Agent Number at Humana

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

Please return this **original** signed Agreement and Authorization with a copy of a deposit ticket, void check, or bank spec sheet to:

HUMANA
Attention: Migdalia Rivera
Accounting Department
383 FD Roosevelt Avenue 3rd floor
San Juan PR 00918-2131