



# SERVICE AGREEMENT

**Processor:** The assigned **Processor** for this Agreement is **Complete Systems, Inc.** located in WACO, TEXAS. Client acknowledges that DOCPAY is not a lender and furnishes no financial accommodations to Client or Customers.

**Service Fee:** Client authorizes a Service Fee of \$12.49 to be deducted from semi-monthly payment deposits on the 10<sup>th</sup> and 25<sup>th</sup> of each month. If the amount to be deposited is less than the service fee and any other fees, then the Client authorizes the fees to be debited from Client's account.

**Initial Term:** The initial term of this Agreement shall be for a period of one (1) year. This Agreement will automatically renew for successive one (1) year periods on each anniversary of the Effective Date subject to the same terms and conditions applicable to the initial term unless otherwise agreed by the parties in writing. Any and all fees are subject to change upon written notification. In the event Client elects not to renew this Agreement for an additional term, Client will provide notice of non-renewal ninety (90) days prior to the anniversary of the Effective Date.

## **Automatic Payment Services**

**Retention and Engagement:** Subject to the terms and conditions set forth below. Client engages DOCPAY to provide automated payment services (hereinafter referred to as "APS") specifically designed to facilitate payments to Client by Customer for services rendered or to be rendered by Client (hereinafter referred to as Customer Services).

**Duties of DOCPAY:** DOCPAY agrees to provide the following services according to the terms and conditions set forth herein:

- 1. Initiation and Processing of APS:** DOCPAY will arrange for bank depository transactions of automatic, periodic debiting of a Customer bank account for the payment of Customer Services provided by Client. DOCPAY will make available to Client, Payment Plan Authorization Forms, to be completed by Client to initiate and process APS for each Customer. DOCPAY will also make available to Client, a secure Internet site which is capable of storing new payment plans, listing outstanding payment plans and making changes to existing payment plans.
- 2. Limitations:** DOCPAY shall not be responsible to Client or its employees, agents, subcontractors or customers for any losses incurred as a result of inaccurate or incomplete information contained in the Payment Plan Authorization Form or entered into the DOCPAY web site.
- 3. Reporting:** DOCPAY will provide a Practice Statement twice per month on the 10<sup>th</sup> and 25<sup>th</sup> of each month or the first business day after the 10<sup>th</sup> and 25<sup>th</sup> if said day occurs on a weekend or bank holiday. The Practice Statement will list all depository transactions itemizing deductions being made from Client's account for fees and returned transactions.
- 4. Account Transactions:** APS for a particular Customer shall not be continued by DOCPAY if a Customer's account has been closed or frozen.

### **Duties of Client:**

- 1. Client Performance:** Client will return this signed agreement in order to initiate services. Client acknowledges and agrees that the accurate completion of the Payment Plan Authorization Forms by Customer of Client is essential to initiating APS. Client agrees to submit APS plans to DOCPAY only if a completed Payment Plan Authorization Form has been signed by Client's Customer. Client further agrees to create a revised Payment Plan Authorization Form and have it signed by Client's Customer before submitting any changes to an APS plan that increase the outstanding balance or the periodic payment amount. Client agrees to follow Federal banking rules in retaining a copy of the Payment Plan Authorization Form for at least 24 months from the last collected payment.
- 2. Changes in Customer Agreements:** Client will notify DOCPAY immediately of any change in the Customer's payment arrangement. Notification will be made by telephone, fax, or on the DOCPAY secure web site. Client agrees to make any such changes at least 1 week (7 days) prior to the desired implementation date.
- 3. Client Service Agreement:** Client shall be wholly and directly responsible for the accuracy of all data submitted to DOCPAY. Client authorizes DOCPAY to research debits submitted incorrectly/incompletely for processing in order to complete the processing of said debits whenever possible.

**Banking:** Client grants DOCPAY full authority to process automated debit banking transactions as an agent of Client according to the terms of the Payment Plan Authorization Forms which Client shall submit to DOCPAY. Payments to Client by DOCPAY will equal 100% of the amount processed for Customer Services less any and all applicable fees due DOCPAY for services rendered in accordance with the Agreement and/or as stated by the terms of the Payment Plan Authorization Form. Client will be reimbursed semi-monthly based upon customer payment activity.

**Returns:** If a customer's payment is returned for the reason of insufficient funds, account closed, payment authorization revoked, payment stopped, uncollected funds, payment not authorized or account frozen, a \$10 return fee will be charged to the practice and subtracted from the next payment settlement. DOCPAY will also add the \$10 fee to the customer balance and attempt to collect it along with the final payment against the account. The \$10 fee is then passed on to the Client. If DOCPAY determines that the account is uncollectable as it was submitted, DOCPAY will notify Client that the APS plan will be discontinued. If the payment was returned because of insufficient funds, then another attempt to collect that payment will not be made at that time. However, additional payment(s) will be added to the end of the payment cycle until the entire balance including any return fees is collected from the Customer.

## **ConfiCheck Service**

**Retention and Engagement:** Subject to the terms and conditions set forth below. Client engages DOCPAY to provide bank account verification services (hereinafter referred to as "ConfiCheck").

**Duties of DOCPAY:** DOCPAY agrees to provide the following services according to the terms and conditions set forth herein:

DOCPAY will provide Client with a web site that allows Client's practice to perform account verification on customer bank accounts. ConfiCheck will perform several checks to determine the viability of a customer's checking account. These verification checks will include: a) a check against a national database of consumer demand deposit accounts to determine if the customer account is currently open, if there was a positive balance in the account as of the beginning of the banking day and whether the account balance has gone negative in the last 60 days, b) a check against a national database containing accounts that have had negative information reported by other merchants. The web site will provide an immediate response as to whether negative information is available on the checking account. (Neither DOCPAY nor Client is responsible for correction of any negative information).

**Limitations:** DOCPAY will make reasonable efforts to make sure that access to the ConfiCheck database is available at all times. However, DOCPAY is not responsible for acts & circumstances beyond its control, such as and not limited to: internet access interruptions at the client's office, the DOCPAY server or any of the verification processing networks used by ConfiCheck. DOCPAY is not responsible for the content or reliability of information processed through the verification network. Client is contracting with DOCPAY solely for providing access to these national check databases. DOCPAY has no responsibility for the content of the national check databases. **A positive response by ConfiCheck DOES NOT GUARANTEE FUNDS. A positive response only indicates that negative**

information was not found. Checks accepted by Client on the queried account may or may not have funds available at the time any checks are deposited against the account.

**Duties of Client:** Client agrees and understands that:

1. It is Client's responsibility to maintain the security of Client login and password and to maintain the confidentiality of the information provided by the network.
2. Client & Client's staff will give to Customers only the contact information for the national check database customer support. At no time will Client or Client's staff provide to the Customer information for contacting DOCPAY directly.

**Fees:** The ConfiCheck service is normally paid for with an automatic monthly paper bank draft or electronic bank debit. At the end of each month, the number of inquiries from Client will be calculated. **The normal monthly ConfiCheck Service Fee of \$10 per month is waived for DOCPAY ACH bundle clients. 5 free inquiries are included in the monthly DOCPAY ACH Service Fee.** Each additional inquiry is billed at the "Additional Inquiries" rate shown in Schedule A. The first week of each month, DOCPAY will email an invoice, detailing the amount due for ConfiCheck inquiries in the prior month. Client must contact DOCPAY within 2 business days of invoice receipt if there is a question on the invoice. Otherwise, one week later, DOCPAY will draft or debit the client account for the total amount that is due. Optionally, the office may choose to pay in advance. In that case, a \$200 payment is accepted on deposit and the fees are subtracted from that balance as they accumulate. In case of a Transaction Return of the debit *for those monthly processing fees*, Processor will re-submit the Transaction and Client will be charged a return fee of twenty-five (\$25.00). Client authorizes either Processor or DOCPAY to debit/credit Client's Account by electronic fund transfer or paper check draft. If further collection attempts are required, all of Processor's and DOCPAY's collections costs, including, without limitation, attorneys' fees, where permitted by law, will be charged to Client.

## **DOCPAY online Service**

**Retention and Engagement:** Subject to the terms and conditions set forth below. Client engages DOCPAY to provide Client's customers with a web site that will allow online patient payments utilizing electronic funds transfer (hereinafter referred to as "DPonline").

**Transaction Limits.** The Undersigned recognizes that the maximum transaction amount processed for client on the behalf of a Customer will be limited to \$600.00

**Duties of DOCPAY:** DOCPAY agrees to provide the following services according to the terms and conditions set forth herein: DOCPAY shall use reasonable efforts to: (i) provide an Internet site for Client's Customers to post payments payable to the Client and maintain a database to store Transaction detail; (ii) perform check digit authentication for the bank routing number submitted by the Customer in each Transaction; (iii) submit data regarding each Transaction to the Processor; (iv) notify Client of any Return of a Transaction by the Processor; (v) direct the Processor to process each Transaction; (vi) make Transaction information available to Client online, to be accessed through a password and login protected secure Internet connection, and (vii) Credit Client's Account for all Transactions received from Client's customers in a manner consistent with the Transaction Limits. Such credit shall occur one week from the date the transaction was submitted. Any transactions returned as uncollectable by the Customer's bank during the time period between the transaction date and the payout date will not be included in the amount paid to client. Once payment has been made to Client's bank account, DOCPAY cannot and does not guarantee that the receiving depository institution will post funds on any particular Business Day. (viii) On the day of the transaction, transmit an email to the Customer acknowledging receipt of the payment and transmit an email to the Client notifying Client that the payment was initiated by the patient. DOCPAY does not take responsibility for any failure of the Internet to successfully deliver said emails.

**Verification.** Client acknowledges and agrees that: (i) DOCPAY shall not verify the validity or accuracy of the bank account information submitted by Customers or the sufficiency of the funds contained therein prior to submission of the electronic funds transfer request to the Processor; (ii) DOCPAY has no liability to Client or any Customer for any failure by DOCPAY or the check clearing organization to identify fraudulent, unauthorized or duplicate transactions or any wrongful or erroneous authorization or rejection of a Customer's authorization request; and (iii) that any such failure or wrongful or erroneous authorization may result in a Transaction Return.

**Limitations.** If a Transaction involves a currency other than U.S. dollars or outside the U.S., DOCPAY is not required to initiate the Transaction. The total amount of any Transaction cannot exceed the amount listed in the Transaction Limits. DOCPAY may refuse to transmit entries to the ACH Network if it reasonably believes that Client does not have sufficient funds to cover the dollar amount of the Transaction or for any other reason DOCPAY deems reasonable. Neither Client nor Customer shall have the right to cancel or amend any Transaction after its receipt by Processor, except as provided by the Procedures, Rules and Regulations of NACHA. Upon Client's written request, Processor and DOCPAY may use reasonable efforts to cancel or amend an entry prior to transmittal to the ACH but shall have no liability if such cancellation or amendment is not effected. Client acknowledges that DOCPAY shall have no responsibility or liability for any Transaction for which inaccurate and untimely instructions are provided to DOCPAY.

**Returns.** In case of a Transaction Return from Customer and/or Customer's Bank, then, Processor or DOCPAY may:

1. reverse any corresponding credit issued to Client, Client's Customer or any other party without liability to Client or Customer or any other party (provided that credit for the returned transaction has previously been applied to Client's Account,
2. require Client to wire funds to Processor to be received no later than 3:00 PM Central Time the day Client was notified of said return,
3. direct resubmission of the Transaction and Client shall be charged a late fee as provided herein and/or later supplemented. If further collection attempts are required, all Processor's collections costs, including but not limited to, attorney's fees, where permitted by law will be charged to Client, or
4. reverse any credit if payment of the corresponding debits is not honored or is reversed by Client's bank for any reason. Client will guarantee funds if Processor fails to collect from Customers. If any amount debited against a Client is dishonored or returned for any reason, Processor may reverse any credit issued to Client or any other party without liability to Client or any other party.

**Duties of Client:**

**Account Maintenance.** At all times during the term of this Agreement, Client will maintain the Client's Bank Account, as shown on page 1 of this agreement. Client understands that adjustment entries may be made to this account to insure an accurate and balanced accounting of all transactions.

**Balance.** Client will maintain a sufficient balance in the Client's Account to cover all the Basic Fees, Transaction Fees and any other fees or expenses that may reasonably be due to DOCPAY with respect to the Processing Services. In the event that there are insufficient funds in the Client's Account for such purposes, then within forty-eight (48) hours of notice from DOCPAY of such insufficiency, Client will either replenish the Client's Account or make other payment arrangements acceptable to DOCPAY.

**Authorization.** Client hereby authorizes DOCPAY to: (i) make direct deposit of payments to Client by initiating credit entries to Client's Account; (ii) to debit Client's Account in the amount of any fees and other charges payable to DOCPAY; and (iii) to debit Client's Account in the amount of any Transaction Returns and related fees to which Client may be subject pursuant to this Agreement. As a condition to DOCPAY's acceptance of this Agreement, Client represents and warrants that it has obtained the necessary authorizations from Client's Bank regarding the foregoing.

## **Fees.**

The DOCPAY *online* service is normally paid for with an automatic monthly paper bank draft or electronic bank debit. At the end of each month, the number of online payments entered by Client's Customers and the total dollar amount of payments entered in the month will be calculated. **The normal one-time enrollment fee of \$49.95 and the normal monthly DOCPAY *online* Service Fee of \$15 per month is waived for DOCPAY ACH bundle clients.** Transactions are billed for at the rate shown in Schedule A. The first week of each month, DOCPAY will email an invoice, detailing the amount due for DOCPAY online payments in the prior month. Client must contact DOCPAY within 2 business days of invoice receipt if there is a question on the invoice. Otherwise, one week later, DOCPAY will draft or debit the client account for the total amount that is due. Optionally, the office may choose to pay in advance. In that case, a \$100 payment is accepted on deposit and the fees are subtracted from that balance as they accumulate. In case of a Transaction Return of the debit for those *monthly processing fees*, Processor will re-submit the Transaction and Client will be charged a return fee of twenty-five (\$25.00). Client authorizes either Processor or DOCPAY to debit/credit Client's Account by electronic fund transfer or paper check draft. If further collection attempts are required, all of Processor's and DOCPAY' collections costs, including, without limitation, attorneys' fees, where permitted by law, will be charged to Client.

## **GENERAL TERMS & CONDITIONS**

**Hold Harmless Agreement:** Client agrees to defend, indemnify and hold DOCPAY harmless from any and all claims, causes of action, demands, judicial and administrative proceedings, liabilities, errors, damages, costs and expenses including but 'without limitation to court costs and reasonable attorneys fees relating to APS of any type that may arise on account of Clients activities or omissions, or the actions or omissions of Client's Customers, Authorized Representative or other employees, banks or agents in the performance of the Agreement.

**Assignment:** No right or obligation of Client under this Agreement shall be assigned or transferred in any manner by Client unless agreed to by both parties in writing.

**Confidentiality:** Confidential Information includes trade secrets and all know-how, data and other information not in the public domain that relate to, are embodied in, or are associated with APS and/or the terms of this Agreement, technology, services and business. Confidential information includes information that is disclosed orally, in writing, or in any other recorded or tangible form. The parties agree, both during the term of this Agreement and at all times after the termination or expiration of this Agreement, that all Confidential Information owned solely by one party and disclosed to the other party shall remain solely the property of the disclosing party, and its confidentiality shall be maintained and protected by the other party with the highest degree of care. Except to the extent required by this Agreement, both parties agree not to duplicate or use in any manner the other's Confidential Information for any purpose other than the implementation of this Agreement. Client agrees when requested by DOCPAY to return any and all of DOCPAY's materials in its possession or in the possession of its employees, agents or subcontractors, Client further agrees that it shall not compete with DOCPAY nor aid any other person or entity in the development of the same or a similar business for a period of five (5) years from the Effective Date of this agreement.

**Consumer Relationship:** Upon request, Client will provide to DOCPAY full information of any and all client customers for whom Client intends to process ACH transactions through the DOCPAY system. DOCPAY has the exclusive right to refuse to process transactions for any customer of Client if in DOCPAY' sole judgment, processing such transactions creates regulatory risk to DOCPAY, its credibility and adherence to NACHA Operating Guidelines, Federal Reserve Regulations, UCC Rules and Regulations or other regulatory agencies. DOCPAY reserves the right to investigate the history and credibility of any of Client's customers for whom Client intends to process transactions under this Agreement. DOCPAY operates in strict accordance with Federal Regulations pertaining to consumer rights. DOCPAY has no responsibility for adjudicating the efficacy of a dispute between Client and a customer. Requests for transaction reversals by a bank, Federal Regulator, or a consumer will be immediately responded to by DOCPAY. It will be Client's responsibility to address the merits of the reversal request with their customer.

**Termination:** DOCPAY or Client may terminate this Agreement with or without cause at any time by providing ninety (90) days written notice of termination, Termination refers specifically to the submission of new accounts only and does not include DOCPAY's right to continue processing all active accounts to maturity.

**Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the state of Texas. Should litigation be required in connection with this Agreement, such litigation shall be commenced and maintained in the District Court for the State of Texas, located in McLennan County, Texas.

**Attorney and Expert Fees:** In the event any dispute arising from this Agreement is pursued to litigation or arbitration, the prevailing party in any such dispute shall, in addition to recovering all costs of Suit or arbitration, be entitled to an award of actual attorney's fees and actual expert witness fees incurred.

**Severability:** If any part of this Agreement is found by an arbitrator or court of competent jurisdiction to be overbroad, void or unenforceable, the parties stipulate that the arbitrator or court making such declaration shall not, for that reason invalidate this Agreement or the provision in question, but shall, instead, be authorized, empowered, and requested by all parties to adjudge this Agreement and the provision in question to be valid and enforceable to the maximum extent permissible under applicable law.

**Entire Agreement:** This Agreement sets forth the entire Agreement between the parties and supersedes prior proposals, agreements and representations between them, whether written or oral with the exception of fees for annual renewal and fees for EFT, this Agreement may be changed only by mutual agreement of the parties in writing.

**No Waiver:** A waiver of any breach of any provision of this Agreement shall not be construed, as a continuing waiver of other breaches of the same or other provisions of this Agreement.

**Mail completed & signed DOCPAY ACH Bundle Client Service Agreement (all pages) to DOCPAY at:**

DOCPAY  
6515 Sanger Ave., #30  
Waco, TX 76710

**OR fax completed & signed DOCPAY ACH Bundle Client Service Agreement (all pages) to 800-481-0946**

# SCHEDULE A

## **Monthly ACH Bundle Fee**

Monthly service fee (paid in two \$12.49 installments and deducted from settlements on 10<sup>th</sup> & 25<sup>th</sup> of each month) \$24.98

## **Transaction Fees**

### Automatic Payment Services Fees

Patient Transaction Fee (added to each automatic payment and subtracted before paying doctor) \$2.50 each

Doctor Transaction Fee (cost paid by doctor for each transaction) \$0

Return Fee \$10

(The return fee is applicable only when payment is returned for Insufficient Funds, Account Closed, Patient Authorization Revoked, Stop Payment, Uncollected Funds, Not Authorized, and Account Frozen. The fee is subtracted from the next settlement paid to the doctor. The return fee is then added to the patient balance and eventually collected from the patient and returned to the doctor.)

### ConfiCheck Fees

Monthly Service Fee (Covers the first 5 inquiries per month) ~~\$10.00~~ WAIVED

Verification Fee (charged only for inquiries AFTER the first 5 per month) \$2 each

### DOCPAY online Fees

One time enrollment fee ~~\$49.95~~ WAIVED

Monthly Web Gateway fee ~~\$15.00~~ WAIVED

Transaction Processing Fee 1.5% of transaction amt  
plus \$.25 per transaction

Return Fee \$2.95

Client hereby recognizes and accepts the above fee schedule. The above fees are guaranteed for one year from the date of signature shown below. After the first year, fees may be changed after giving 90 days written notice to client. (Transaction fees will not be increased on an active payment plan).

X \_\_\_\_\_  
Client or Authorized Representative Signature

\_\_\_\_\_  
Date

# COMPLETE SYSTEMS, INC

Application for ACH Services

6515 Sanger Ave, Ste 30

Waco, TX 76710

254-772-8131

Fax 800-481-0946

On behalf of the foregoing legal business ("Merchant"), to induce THE ACH PROCESSOR reliance thereon, the undersigned certifies the accuracy of all the foregoing information and authorizes the Processor, its gateway, Bank, Credit Bureau, or other investigative agency contracted by the Processor to investigate any and all references, statements or other data contained herein or obtained from Merchant, other persons, companies or agencies pertaining to Merchant's and/or Guarantor's credit, financial responsibility and accuracy of any of the foregoing information. The undersigned further agrees to notify the Processor of any and all changes, which may occur from time to time in the information statements contained herein. The person signing this agreement certifies that he/she is authorized to enter into this agreement on behalf of Merchant.

\_\_\_\_\_  
PRIMARY SIGNATURE:

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
PRINT NAME:

\_\_\_\_\_  
TITLE:

\_\_\_\_\_  
SECONDARY SIGNATURE:

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
PRINT NAME:

\_\_\_\_\_  
TITLE:

## CORPORATE RESOLUTION ADOPTED BY A QUORUM OF THE BOARD OF DIRECTORS

It has been resolved that the Officer(s) listed have the authority to execute the Application for ACH Services, ACH Service Agreement, and all of its associated supporting documents. Adopted by Board of Directors on: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT:

\_\_\_\_\_  
PRINT NAME:

\_\_\_\_\_  
SECRETARY:

\_\_\_\_\_  
PRINT NAME: