TRADING PARTNER AGREEMENT

To register for our gateway, you must first read and agree to the following terms.

THIS TRADING PARTNER AGREEMENT ("Agreement") is by and between SUBMITTER ("Submitter") and Insurance Administrative Solutions, LLC, and its affiliates, successors and/or assigns ("Trading Partner"), collectively "the Parties."

Whereas, Submitter desires to transmit Transactions to Trading Partner for the purpose of submitting data to a Health Plan;

Whereas, Trading Partner desires to receive such Transactions for this purpose recognizing that Trading Partner performs such services on behalf of the Health Plan; and

Whereas, Submitter is subject to the Transaction and Code Set Regulations with respect to the transmission of such Transactions.

Now, therefore, the Parties agree as follows:

1. Definitions

Trading Partner means Insurance Administrative Solutions, LLC, and its successors and/or assigns.

Submitter means the party identified as "Submitter" on the signature line of this Agreement who is a Health Care Provider as defined in 45 CFR 164.103.

Standard is defined in 45 CFR 160.103.

Transaction is defined in 45 CFR 160.103.

Transactions and Code Set Regulations means those regulations governing the transmission of certain health claims transactions as published by DHHS under HIPAA.

2. Obligations of the Parties Effective Upon Execution of this Agreement by Submitter:

A. The Parties agree, in regard to any electronic Transactions between them:

(I) They will exchange data electronically using only those Transaction types as selected by Submitter on the Insurance Administrative Solutions, LLC Trading Partner Enrollment Form (TPEF).

(2) They will exchange data electronically using only those formats (versions) as specified on the TPEF.

(3) They will not change any definition, data condition, or use of a data element or segment in a Standard Transaction they exchange electronically.

(4) They will not add any data elements or segments to the Maximum Defined Data Set.

(5) They will not use any code or data elements that are not in or are marked as "Not Used" in a

Standard's implementation specification.

(6) They will not change the meaning or intent of a Standard's implementation specification.

(7) Trading Partner may reject a Transaction submitted by Submitter if the Transaction is not submitted using the data elements, formats, or Transaction types set forth in the TPEF. Trading Partner may refuse to accept any claims from Submitter if Submitter repeatedly submits Transactions which do not meet the criteria set forth in a TPEF or if Submitter repeatedly submits inaccurate or incomplete Transactions to Trading Partner.

B. Submitter understands that Trading Partner or others may request an exception from the Transaction and Code Set Regulations from DHHS. If an exception is granted, Submitter will participate fully with Trading Partner in the testing, verification, and implementation of a modification to a Transaction affected by the change.

C. Trading Partner understands that DHHS may modify the Transaction and Code Set Regulations. Trading Partner will modify, test, verify, and implement all modifications or changes required by DHHS.

D. Neither Submitter nor Trading Partner accepts responsibility for technical or operational difficulties that arise out of third party service Providers' business obligations and requirements that undermine Transaction exchange between Submitter and Trading Partner.

E. Submitter and Trading Partner will exercise diligence in protection of the identity, content, and improper access of business documents exchanged between the two parties. Submitter and Trading Partner will make reasonable efforts to protect the safety and security of individually assigned identification numbers that are contained in transmitted business documents and used to authenticate relationships between the parties.

F. Trading Partner may publish data clarifications ("Companion Guides") to complement each Implementation Guide. Submitter should use Companion Guides in conjunction with the HIPAA Implementation Guides available at http://www.wpcedi.com/hipaa/HIPAA 40.asp.

G. Transactions are considered properly received only after accessibility is established at the designated machine of the receiving party. Once transmissions are properly received, the receiving party will promptly transmit an electronic acknowledgment that conclusively constitutes evidence of properly received transactions. Each party will subject information to a virus check before transmission to the other party. Each party will implement and maintain appropriate policies and procedures and mechanisms to protect the confidentiality and security of PHI transmitted between the parties.

3. Miscellaneous

A. This Agreement is effective on the date last signed below. This Agreement shall continue until such time as either party elects to give written notice of termination to the other party or termination of Transaction services provided by Trading Partner to Submitter, whichever is earlier.

B. This Agreement incorporates, by reference, any written agreements between the parties relating to the subject matter hereof.

C. This Agreement shall be interpreted consistently with all applicable federal and state privacy laws. In the event of conflict between applicable laws, the more stringent law shall be applied. This Agreement and all disputes arising from or relating in any way to the subject matter of this Agreement shall be governed by and construed in accordance with Florida law, exclusive of conflicts of law principles. THE

EXCLUSIVE JURISDICTION FOR ANY LEGAL PROCEEDING REGARDING THIS AGREEMENT SHALL BE 1N THE COURTS OF THE STATE OF FLORIDA AND THE PARTIES HEREBY EXPRESSLY SUBMIT TO SUCH JURISDICTION.

D. Unless otherwise prohibited by statute, the parties agree that this Agreement shall not be affected by any state's enactment or adoption of the Uniform Computer Information Transaction Act, Electronic Signature or any other similar state or federal law. Each party agrees to comply with all other applicable state and federal laws in carrying out its responsibilities under this Agreement.

E. This Agreement is entered into solely between, and may be enforced only by, Submitter and Trading Partner. This Agreement shall not be deemed to create any rights in third parties or to create any obligations of Submitter or Trading Partner to any third party.

F. NO WARRANTIES, EXPRESS OR IMPLIED, ARE PROVIDED BY TRADING PARTNER UNDER THIS AGREEMENT. TRADING PARTNER'S MAXIMUM AGGREGATE LIABILITY FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE MANNER IN WHICH CLAIMED OR THE FORM OF ACTION ALLEGED, IS LIMITED TO THE AMOUNTS PAID TO TRADING PARTNER BY SUBMITTER UNDER THIS AGREEMENT.

G. This Agreement contains the entire agreement between the parties and may only be modified by an agreement signed by both parties.

H. Electronic Copy Execution: Submitter should execute this Agreement by clicking on the "I AGREE" button that appears at the bottom of the Agreement. The effective date of the electronic copy agreement is the date Trading Partner receives the electronic transmission of Submitter's acceptance to the terms of this Agreement.