

ELECTRONIC TRADING PARTNER AGREEMENT

This Electronic Trading Partner Agreement ("Agreement") is made as of the day of _____, 20__ ("Effective Date"), by and between Diagnostic Radiology Network, Inc ("DRN"), a Florida corporation located at 2300 Glades Road, Suite 100W, Boca Raton, FL 33431, and _____ ("Trading Partner") located at _____

This Agreement provides the terms and conditions governing electronic transfers of data communications and funds between DRN and Trading Partner (collectively "Parties") by direct digital or electronic transmission over communication lines to accomplish the Parties' business objectives regarding the provision and acquisition of products and services, the transmission of claims for payment, and the transfer of funds. This Agreement will remain in effect until terminated according to its terms.

RECITALS

WHEREAS, both Parties consider their mutual interest to be served by engaging in the electronic transfer of data communications as a means of furthering their respective business objectives; and

WHEREAS, DRN provides benefit payments on behalf of persons covered under health benefit programs and engages in the electronic transfer of data between Payors, Providers, and employers; and

WHEREAS, Trading Partner is a business entity that transacts business with DRN on a regular basis pursuant to the terms of a Business Agreement; and

WHEREAS, each Party is or will be equipped at its own expense with the Operating System and trained personnel necessary to engage in the successful exchange of electronic data; and

WHEREAS, in the electronic transmission of data, the confidentiality and security of the data exchanged are an utmost priority to both Parties; and

WHEREAS, DRN anticipates that Trading Partner may use, in the performance of this Agreement, various third-party Business Associates in the electronic exchange of information;

NOW, THEREFORE, in consideration for the mutual promises herein, the Parties agree as follows:

I. TERM AND TERMINATION

1.1 This Agreement becomes effective on the date it is executed by both parties and shall continue for an initial term of one (1) year. Thereafter, this Agreement shall be automatically renewed for consecutive renewal terms of one (1) year each, unless earlier terminated as set forth below.

1.2 Either party may terminate this Agreement at any time during the initial term or any renewal term, upon thirty (30) days prior written notice to the other.

1.3 DRN may terminate this Agreement if TRADING PARTNER fails to provide a test file that passes DRN'S specification for edits and passes with ninety-five percent (95%) accuracy, within thirty (30) days after the date this Agreement is executed by both parties.

1.4 DRN may terminate this Agreement if, after submitting five (5) test files, TRADING PARTNER has not achieved ninety-five percent (95%) accuracy in compliance with DRN'S electronic edit requirements.

1.5 Either party may terminate this Agreement, upon thirty (30) days written notice, after written notice of failure to comply with the material provisions of this Agreement, after the party in breach has received prior notice of the breach and a thirty (30) day opportunity to cure, and after the breaching party has failed to cure the breach within thirty (30) days after receiving such notice and an opportunity to cure.

II. RIGHTS AND OBLIGATIONS OF TRADING PARTNER

2.1 TRADING PARTNER shall edit the designated Transactions ("Transactions"), as selected and defined in Exhibit A, incorporated by reference, and electronically submit such Transactions to DRN. TRADING PARTNER further agrees to submit all Transactions in the standard formats required pursuant to HIPAA rules and regulations.

2.2 TRADING PARTNER agrees that all Transactions submitted to DRN under this Agreement shall be submitted on media acceptable to DRN and in a format acceptable to DRN. TRADING PARTNER further acknowledges and agrees that all Transactions must be submitted in the standard formats required pursuant to HIPAA rules and regulations on and after October 16, 2003 and all updates must be implemented on a timely basis.

2.3 TRADING PARTNER further agrees to cooperate with DRN to set up testing for HIPAA compliant standard file formats, on a per Transaction basis and within a mutually agreed upon time frame.

2.4 TRADING PARTNER agrees to maintain all Transaction data submitted to DRN, for a period of at least five (5) years from the date of submission thereof or for such longer period as may be required by law for the retention of such data. TRADING PARTNER shall make such Transaction data available for audit and inspection upon request by DRN and/or government agencies having regulatory jurisdiction over DRN, as long as TRADING PARTNER is given reasonable prior notice of such audit or inspection.

2.5 TRADING PARTNER agrees that TRADING PARTNER shall be liable for any and all sales, use, property, business, income and other taxes imposed with respect to TRADING PARTNER'S services under this Agreement by any federal, state or local taxing authority.

2.6 TRADING PARTNER acknowledges and agrees that all medical information regarding any patient, including claims information, is confidential information of the patient and is subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the implementing regulations (45 C.F.R Parts 160-164) and all applicable State laws and regulations, and further agrees to take all necessary and reasonable precautions to guard and maintain the confidentiality of that information.

2.7 TRADING PARTNER shall fully comply with one hundred percent (100%) of DRN'S electronic Transaction format requirements for testing and production, on an ongoing basis.

2.8 TRADING PARTNER shall comply with all current DRN edit requirements and criteria, prior to completion of testing and commencing production under this Agreement.

2.9 TRADING PARTNER agrees to implement DRN'S published format, edit and telecommunications updates within forty-five (45) days after written notice from DRN.

2.10 TRADING PARTNER agrees to identify and separate all Transactions for transmission, in accordance with the applicable ultimate payor.

2.11 TRADING PARTNER agrees to transmit all files using protocols consistent with protocols accepted by DRN.

2.12 TRADING PARTNER shall be responsible for any and all costs, claims and expenses, including attorneys' fees, arising in connection with or as a result of TRADING PARTNER'S breach of this Agreement.

2.13 TRADING PARTNER has read, understands and agrees to the terms and conditions of the Addendum to this Agreement, incorporated by reference, in accordance with HIPAA Rules and Regulations.

III. RIGHTS AND OBLIGATIONS OF DRN

3.1 DRN shall provide access to DRN'S Electronic Claims Module ("System") and provide System availability.

3.2 DRN shall provide System support Monday through Friday, 9:00 A.M. to 6:00 P.M. EST.

3.3 DRN shall maintain DRN'S System as mandated pursuant to HIPAA rules and regulations and shall implement mandated changes and updates to the system on a timely basis, in conformity with the HIPAA rules and regulations.

3.4 The System will support files up to 30 Megabytes in size.

3.5 DRN shall inform TRADING PARTNER whether test files meet DRN'S specifications, and shall do so within five (5) business days of receipt of test files from TRADING PARTNER.

3.6 DRN will accept Transactions that pass the edits for such Transactions, DRN shall provide TRADING PARTNER with specifications to enable TRADING PARTNER to develop all formats, edits and telecommunications protocols necessary to transmit files and receive reports through TRADING PARTNER'S system and shall give TRADING PARTNER at least sixty (60) days advance written notice prior to the effective date of any material change, specifying each change and the effective date thereof. DRN will only accept those Transactions that pass all the applicable electronic gateway editing.

IV. GENERAL PROVISIONS

4.1 This Agreement may not be modified or changed, except by a writing signed by the duly authorized representatives of both parties.

4.2 All notices and requests to either party hereunder shall be delivered by certified mail, postage prepaid, addressed to that party at the address as follows:

If to DRN:

Cynthia Wisdom, CFO
2300 Glades Road, Suite 100 W
Boca Raton, FL 33431

If to TRADING PARTNER:

Either party may change its address for the receipt of requests and notices by written notice to the other.

4.3 No mere delay or failure to exercise any right or remedy will operate as a waiver thereof, and no waiver of any breach shall constitute a waiver of any other breach or of future performance of this Agreement in its entirety.

4.4 The underlined headings in this Agreement are for convenience only and shall not be deemed a part of this Agreement or a representation of the contents of any section hereof.

4.5 The parties agree that the interpretation and legal effect of this Agreement shall be governed by the laws of the United States, where applicable, and by the laws of the State of Florida, without regard to any laws concerning conflict of laws.

4.6 In the event that any term or provision of this Agreement is held to be illegal, invalid or unenforceable under any applicable law, such term shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.

4.7 TRADING PARTNER represents that TRADING PARTNER is an equal opportunity employer and that it does not discriminate in employment on the basis of age, national origin, religion, sex or any other legally prohibited basis.

4.8 Neither party shall use the name, logo or other proprietary mark of the other in any press release, advertising, promotional, marketing, or similar publicly disseminated material without first submitting such material to the other party and obtaining the other party's express written approval of the material and consent to such use.

4.9 This Agreement represents the entire Agreement between the parties and supersedes all prior and contemporaneous oral and written agreements, representations, warranties and understandings regarding the subject matter hereof.

4.10 Each party agrees that it shall not, without the prior written consent of the other party, disclose to any third party (1) the terms and conditions of this Agreement or (2) any confidential, financial or business information of the other party which (1) is disclosed during the term of this Agreement and (2) is marked "Confidential Information-Do Not Disclose" and (3) is communicated electronically or by hard copy to the person designated to receive notices under this Agreement. Notwithstanding the foregoing, neither party shall have any obligation to maintain the confidentiality of any information, whether or not marked "Confidential Information-Do Not Disclose", if such information (1) has already been communicated to the receiving party by a source under no legal obligation to maintain the confidentiality of such information, or (2) is already known to the receiving party, or (3) is public information. The confidentiality obligations under this Section 4.10 shall survive cancellation or other termination of this Agreement.

4.11 Neither party shall be liable for any delay or failure in performance caused by any occurrence or contingency beyond its reasonable control, including, but not limited to, earthquake, hurricane, labor disputes, riots, government requirements and inability to secure materials on a timely basis.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day set forth below.

DIAGNOSTIC RADIOLOGY NETWORK, INC.

TRADING PARTNER

By: _____

By: _____

Signature: _____

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Company: _____

Date: _____

Date: _____

EXHIBIT A to Electronic Transactions Agreement between TRADING PARTNER and DRN

Circle selected Transactions

CIGNA Illinois

Electronic Transactions

YES NO

Paper Transactions

YES NO

CIGNA Illinois

Electronic Transactions

YES NO

Paper Transactions

YES NO

Great West Healthcare

Electronic Transactions

YES NO

Paper Transactions

YES NO

Worker's Compensation (Various Carriers)

Paper Transactions

YES NO

Union Healthcare (Chicago)

Electronic Transactions

YES NO

Paper Transactions

YES NO

"Transaction" means a claim or equivalent electronic encounter information.

DRN	TRADING PARTNER
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Company: _____	
Date: _____	Date: _____

EXHIBIT B to Electronic Transactions Agreement between TRADING PARTNER and DRN

TRADING PARTNER agrees to access and use DRN's Electronic Claims Submission Software in compliance with any and all instructions provided by DRN. Should the software module malfunction or cease to operate properly while in use by TRADING PARTNER, TRADING PARTNER shall notify DRN immediately at 1-877-588-0519 for instructions. TRADING PARTNER shall be responsible for any and all computer equipment, operating systems, etc. necessary to access DRN's Electronic Claims Module. DRN shall not be liable for any malfunction or damage that may occur to TRADING PARTNER's equipment, operating systems, etc. that may result out of the access and use of DRN's Electronic Claims Module.

In order to access DRN's Electronic Claims Module, TRADING PARTNER acknowledges that it will receive a unique UserID and password for each TRADING PARTNER employee that is to have access to DRN's Electronic Claims Module. TRADING PARTNER agrees to keep the passwords as confidential and shall not disclose it to any unauthorized individuals. TRADING PARTNER acknowledges and agrees that by permitting an unauthorized individual to utilize a TRADING PARTNER UserID and password, the individual will have access to protected health information of patients and that such unauthorized access may violate federal and state privacy laws, including those applicable regulations of the Health Insurance Portability and Accountability Act ("HIPAA"). TRADING PARTNER hereby agrees to comply with any and all applicable HIPAA requirements as well as any other federal and state laws concerning the use and disclosure of patient information and agrees to indemnify DRN from any and all claims arising from any improper use or disclosure of patient health information resulting from the use of TRADING PARTNER's password. TRADING PARTNER shall provide immediate notes of the termination of any employee that has been given a password. Company shall identify the employee and the UserID and password assigned and upon receipt DRN shall immediately deactivate the UserID and password.

DRN	TRADING PARTNER
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Company: _____	
Date: _____	Date: _____

