

**CHIROPRACTIC MANAGEMENT SERVICES LLC
PARICIPATING PROVIDER AGREEMENT**

CHIROPRACTOR AGREEMENT

This **Participating Provider Agreement** (the "**Agreement**") is made and entered into as of the Effective Date set forth on the signature page of the Agreement, by and between **Chiropractic Management Services, LLC. (CMS)** a Wisconsin LLC, hereinafter referred to as **CMS** with principal offices located at 19435 W. Capitol Drive, Suite 103, Brookfield, WI 53045 and _____, hereinafter referred to as **Chiropractor** with principle offices located at _____, _____ Wisconsin

RECITALS:

- A. CMS is a Wisconsin Limited Liability Company and has been established to render quality, cost efficient chiropractic management and administrative services; and
- B. CMS, through its members, has established various creditable managed care programs for Chiropractic services with appropriate fee schedule as hereinafter described; and
- C. Chiropractor is either: (i) an individual chiropractor duly licensed, certified, accredited or otherwise duly authorized to practice chiropractic in the State of Wisconsin; or (ii) a partnership or professional service corporation duly organized and existing under and pursuant to the laws of the State of Wisconsin, the employers, shareholders, or partners of which ("**Representatives**") are all duly authorized to practice chiropractic in the State of Wisconsin; and
- D. Chiropractor desires to become a provider of chiropractic services through CMS, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the recitals and the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
Preamble and Recitals

The preamble and recitals hereinabove set forth are hereby incorporated into and made a part of this Agreement.

ARTICLE 2
Definitions

2.1 Administrative Manual: "Administrative Manual" means the Administrative Manual for CMS as modified by CMS from time to time, the current version of which is attached as Exhibit A hereto and incorporated herein by reference and is an integral part to this agreement.

2.2 Confidential Information: "Confidential Information" means any and all information related to the business and operations of CMS, in any form or media, which is not known to the public or CMS's competitors, generally, including without limitation: lists of Payors and Eligible Persons and

information related thereto; information relating to earnings, fee schedules, volume of business, methods, systems, practices or plans of CMS; Payor reimbursement rates; all similar information of any kind or nature whatsoever which is known only to persons having a fiduciary or confidential relationship with the party that owns proprietary rights in or to such information; the terms of this Agreement and any other CMS Documentation; the existence of, and the facts and circumstances underlying, any disputes arising under this Agreement and/or any other CMS Documentation.

- 2.3 **Covered Services:** "Covered Services" means the health care services provided by Chiropractor as set forth in the Terms of Payment section of the Administrative Manual.
- 2.4 **Eligible Persons:** "Eligible Persons" means the persons entitled to receive the Covered Services pursuant to this Agreement.
- 2.5 **Grievance Procedure:** "Grievance Procedure" means the procedure established by CMS to receive and process grievances of Eligible Persons. The Grievance Procedure is set forth in the Administrative Manual.
- 2.6 **CMS Chiropractor:** "CMS Chiropractor" means a health care provider, including Chiropractor, that has in force and effect an agreement with CMS to provide health care services to persons covered under various network plans.
- 2.7 **CMS Documentation:** "CMS Documentation" means this Agreement, the Administrative Manual, the Rules and Regulations, website access to password protected areas including claims portal, or any other documentation provided by CMS to Chiropractor and/or its Representatives, officers, directors, employees, agents, successors and assigns.
- 2.8 **Medically Appropriate:** "Medically Appropriate" or "Medical Appropriateness" means services or supplies which, under the provisions of this Agreement, are determined to be: (i) appropriate and necessary for the symptoms, diagnosis or treatment of the injury or disease; (ii) provided for the diagnosis or direct care and treatment of the injury or disease; (iii) within standards of good practice within the Chiropractic Community; (iv) not primarily for the convenience of the Eligible Person or of any CMS Chiropractor providing Covered Services to the Eligible Person; and (v) an appropriate supply or level of service needed to provide safe and adequate care.
- 2.9 **Benefit Plan:** A benefit plan, which includes chiropractic care coverage which is sponsored and issued by a payor.
- 2.10 **Payor:** The entity sponsoring and authorizing a Benefit Plan that has the financial responsibility for payment of chiropractic services covered by the Benefit Plan.
- 2.11 **Payor Agreement:** "Payor Agreement" means an agreement between a Payor and CMS pursuant to which Payor agrees to purchase health care services.
- 2.12 **Plans:** "Plans" means the individual and group health benefit contracts of a Payor.
- 2.13 **Rules and Regulations:** "Rules and Regulations" means the rules and regulations as established by CMS from time to time, the current version of which is attached hereto as Exhibit B and incorporated herein by reference.
- 2.14 **Terms of Payment:** "Terms of Payment" means the terms of and procedures regarding payment pursuant to which Chiropractor shall provide Covered Services. The Terms of Payment are set forth in the Administrative Manual and Exhibits.
- 2.15 **UR/QA Program:** "UR/QA Program" means the utilization review and quality assurance program developed, established and administered by CMS, or as otherwise authorized by CMS. The UR/QA Program is set forth in the Administrative Manual.

- 2.16 **Customary Charge:** The reasonable and customary fee for chiropractic services which shall not exceed the fee schedule set forth on the attached Exhibit "D" and any Exhibit "D" subsections particular to each managed care contract.
- 2.17 **Member:** An individual who is enrolled for coverage under a Benefit Plan.
- 2.18 **Deductible:** The amount the Member is required to pay pursuant to the Benefit Plan prior to any payment being made by a Payor.
- 2.19 **Provider Agreement:** An agreement between CMS and various Payors or Payor representatives including, but not limited to preferred provider organizations.
- 2.20 **Client:** A Payor, preferred provider organization or other managed health care organization which is contracted with CMS, Exhibit "B" and its logo displayed on insured identification card or EOB as specified in Exhibit "C".
- 2.21 **Member Eligibility:** Any Member seeking the services of Chiropractor shall furnish Chiropractor with an identification card bearing information sufficient to identify member as an individual eligible for the Benefit Plan. All Member eligibility verification shall be made

ARTICLE 3

CMS hereby engages Chiropractor to provide, and Chiropractor hereby accepts such engagement and agrees to provide, Covered Services to Eligible Persons, Member, pursuant to the terms of this Agreement.

ARTICLE 4

Obligations of Chiropractor and CMS

4.1 Chiropractor Services and Obligations: Chiropractor and, to the extent applicable, its Representatives, employees and contractors, shall:

4.1.1 be and, at all times that this Agreement shall be in effect, remain either:

(i) a person licensed, certified, accredited or otherwise duly authorized to practice chiropractic in the State of Wisconsin; or (ii) a professional service corporation for all of the Representatives of which are licensed, certified, accredited or otherwise duly authorized to practice chiropractic in the State of Wisconsin. Chiropractor represents and warrants that Chiropractor and each of its Representatives (as defined in the Recitals, above), if any, presently complies with the requirements of this Section 4.1.1. Chiropractor shall immediately notify CMS in writing if any such authorization shall be restricted in any way or terminated; and

4.1.2 acknowledge that, as of the Effective Date of this Agreement, neither Chiropractor nor any of its Representatives, directors, officers or employees is subject to any disciplinary actions of the Department of Regulation and Licensure of the Wisconsin Chiropractic Examining Board, including, without limitation, license revocation or suspension, probation or limitations of practice. Chiropractor shall immediately notify CMS in writing of any professional liability claim against Chiropractor and/or any of its Representatives, directors, officers or employees, and hereby authorize any hospital, governmental agency or professional licensing, accrediting, or certifying authority to notify CMS of any professional liability judgment or settlement, and of any disciplinary action taken by any such entity with respect to Chiropractor and/or any of its Representatives, directors, officers or employees, which judgment, settlement or action is reported or required to be reported to practice in Wisconsin; and

4.1.3 provide to Eligible Persons the Medically Appropriate Covered Services customarily furnished to the general public by Chiropractor. Chiropractor shall not be required to provide Covered Services to Eligible Persons whose eligibility is not verified by the appropriate Payor or its agent pursuant to the Terms of Payment as set forth in the Administrative Manual; and

4.1.4 chiropractor shall perform the Covered Services pursuant to the professional standards prevailing in Chiropractor's community at the time the Covered Services are rendered; and

4.1.5 treat Eligible Persons in all respects as Chiropractor treats all other patients, and determine whether or not to accept Eligible Persons for treatment only on the basis of the same criteria employed by Chiropractor to make such determinations in connection with all other similarly situated patients; and

4.1.6 cooperate and comply with the billing procedures established by CMS and accept as full payment from each Payor for the Covered Services the consideration outlined in the Administrative Manual. Chiropractor hereby waives any amounts from any Payor in excess of the amounts set forth in the Administrative Manual, Exhibit "A". If a Payor Agreement chiropractor participates in through CMS has a Worker's Compensation and/or Auto Medical Plan, Chiropractor agrees to accept reimbursement at the fee schedule for each specific Plan as outlined in the Administrative Manual; and

4.1.7 comply with and is hereby bound by the UR/QA Program and by the Rules and Regulations, participate in and observe the protocols of the UR/QA Program, submit to performance reviews in conjunction with the UR/QA Program and be bound by the payment decisions issued pursuant thereto. CMS may amend the UR/QA Program or the Rules and Regulations by providing thirty (30) days prior written notice ("**Notice Period**") to Chiropractor of any amendment. Such amendment shall be effective as of the end of the Notice Period unless Chiropractor provides written notice of rejection during the Notice Period. If Chiropractor rejects such amendment, CMS shall have the option to terminate this Agreement immediately upon written notice to Chiropractor at any time within one hundred twenty (120) days following the end of the Notice Period, and during the period prior to such termination, the operations of the Rules and Regulations and the administration of the UR/QA Program shall be conducted without giving effect to the proposed amendment; and

4.1.8 maintain sufficient, appropriate facilities and staff to provide Covered Services to all Eligible Persons who shall seek to obtain Covered Services from Chiropractor; and

4.1.9 subject to Section 5.3, below, provide CMS and its agents with access, upon reasonable notice during normal business hours, to pertinent records and information regarding Covered Services rendered to Eligible Persons for inspection and copying in such a manner as may be reasonably requested by CMS to permit CMS to implement the UR/QA Program and perform its administrative obligations set forth herein and to verify claims for Covered Services submitted by Chiropractor; and

4.1.10 within the dictates of good practice, and in the best interest of Eligible Persons under Chiropractor's care, attempt to refer such Eligible Persons requiring referral to other CMS Chiropractors and in compliance with any specific referral requirements of CMS or any Payor; and

4.1.11 arrange for the provision of Covered Services to Eligible Persons by another CMS Chiropractor or by another provider who is qualified to provide such Covered Services and agrees to comply with the terms of this Agreement and of the applicable Payor Agreement, in the event Chiropractor shall, for any reason whatsoever, be unavailable to provide such Covered Services; and

4.1.12 acknowledge that CMS does not practice medicine and that Chiropractor shall be solely responsible for all clinical decisions regarding the admission, treatment and discharge of Eligible Persons under Chiropractor's care, notwithstanding the receipt by Chiropractor whether in writing or otherwise, of any information, recommendation, authorization or denial of authorization regarding such admission, treatment or discharge that may be issued by CMS or its agent pursuant to the UR/QA Program, or by any other person or entity performing utilization review or other similar services with respect to such Eligible Person; and

4.1.13 purchase and maintain, at the sole cost and expense of Chiropractor, policies of professional liability insurance in amounts of **ONE MILLION DOLLARS (\$1,000,000) PER CLAIM AND THREE MILLION DOLLARS (\$3,000,000) AGGREGATE**, or in such other amounts as may otherwise be determined by or reasonably acceptable to CMS. Chiropractor shall also purchase and maintain comprehensive general liability insurance and such other insurance in such amounts as shall, in CMS's discretion, be necessary to insure Chiropractor against any claims arising out of the performance of the duties and obligations of Chiropractor hereunder. Chiropractor shall authorize the insurance carrier to additionally insure CMS and issue a certificate to that effect as well as a copy of the insurance policies of Chiropractor upon the request of CMS, and each such policy shall contain an endorsement requiring the insurer to give CMS not less than thirty (30) days prior written notice of any cancellation, termination or material alteration of such policy. In the event this Agreement is terminated for any reason whatsoever, the chiropractor agrees to maintain malpractice insurance coverage in the amounts required under this Agreement for all covered care provided to patients until the statutes of limitation expire for the filing of malpractice claims pertaining to that covered care. Notwithstanding the foregoing, Chiropractor shall provide CMS with notification within five (5) days of any cancellation, termination or material alteration of any such insurance policies. Prior to the expiration or cancellation of any such policy, Chiropractor shall secure replacement of such insurance coverage upon the same terms, and shall furnish CMS with evidence of such replacement insurance; and

4.1.14 promptly notify CMS of any Eligible Persons whose demand for, or failure to cooperate in, medical care jeopardizes the efficient or effective rendering of services by Chiropractor; and

4.1.15 schedule regular office hours of at least thirty-two (32) hours per week to provide patient care to Eligible Persons (which shall not include time for administrative services to CMS), maintain a twenty-four (24) hour emergency service and be available for telephone consultations with Eligible Persons after the conclusion of regular office hours; and

4.1.16 submit to CMS written claims for Covered Services provided to Eligible Persons, along with such other documentation as CMS may reasonably request to enable CMS to submit accurate claims to Payors in a timely manner. Chiropractor must submit an acceptable Health Insurance Claim Form (HCFA-1500, Universal Claim Form) for each Eligible Person treated within the deadlines for submission, and pursuant to the processes and procedures, contained in the Administrative Manual, as such may be modified from time to time. The claim forms must contain, among other information, accurate fee-for-service information using proper CMT, CPT-4 and ICD-9 codes, the Chiropractor's full charges, Approved Treatment Plan Forms (if applicable) and complete information regarding the Chiropractor and the Eligible Person. CMS will strive to process all properly completed and documented claims within a commercially reasonable time. However, claims processing time will vary depending upon the volume of submitted claims. Delays in processing claim forms will occur if Chiropractor fails to submit properly completed claim forms and required documentation; and

4.1.17 without compensation, serve on CMS committees and perform such other administrative services as shall reasonably be required by CMS and attend, and cause Chiropractor's staff to attend, training sessions and informational meetings of CMS as may be scheduled by CMS from time to time.

4.1.18 Application: Chiropractor hereby warrants and represents that the information contained in the application of Chiropractor submitted to CMS is true and correct in all respects.

4.1.19 Participant Fees:

4.1.19.1 Initial Fee: Contemporaneously with the execution of this Agreement by Chiropractor, Chiropractor shall pay to CMS an initial fee in the amount of two hundred Dollars (\$200.00)

4.1.19.2 Annual Fees: At the commencement of each Renewal Term as defined in Section 6.1, below, Chiropractor shall pay to CMS an annual fee as determined by CMS ("**Annual Fee**"); PROVIDED, HOWEVER, if Chiropractor gives notice of objection to the Annual Fee for any Renewal Term within thirty (30) days of receipt of notice of such Annual Fee, Chiropractor may terminate this Agreement upon one hundred twenty (120) days prior written notice to CMS; and Chiropractor shall only be required to pay a pro rata portion of the current year's Annual Fee during such one hundred twenty (120) day period.

4.1.19.3 Administrative Fee: In consideration for the claims processing services and other services provided by CMS hereunder, Chiropractor shall pay to CMS an administrative processing fee ("**Administrative Fee**") in the amount and/or calculated in accordance with the formula set forth in the applicable Payor fee schedule. If any Payor remits payment directly to Chiropractor and CMS is the TPA, Chiropractor shall promptly notify CMS of receipt of such payment and CMS shall invoice Chiropractor for the applicable Administrative Fees. For the avoidance of doubt, Chiropractor's failure to notify CMS of, and/or CMS's failure to submit an invoice for the Administrative Fee applicable to, any payment received by Chiropractor from any Payor shall not relieve Chiropractor of the obligation to pay the applicable Administrative Fee. Invoices for Administrative Fees shall be paid within ten (10) days of the date of invoice.

4.1.19.4 Payment from CMS to Chiropractor: Pursuant to the terms of the applicable agreement between CMS and a Payor or the Payor's agent, or CMS and the Eligible Person, CMS or individual Payors shall pay to Chiropractor and Chiropractor shall accept the amounts as set forth in the individual Plan fee schedules as full payment of any claim submitted by Chiropractor for Covered Services furnished to Eligible Persons pursuant to such Plan. Chiropractor shall at all times comply with all rules and procedures established by CMS from time to time regarding remittances delivered to Chiropractor and/or CMS. Any dispute of the payment amounts or remittance, including, without limitation, any disputes regarding CMS' invoices for Annual Fees and/or Administrative Fees, must be commenced within ninety days (90) from the date of service referenced on the applicable Explanation of Benefits (EOB) pursuant to the dispute resolution provisions contained in Article 7 below.

4.1.19.5 Payment from Eligible Persons: Chiropractor shall collect from and/or bill Eligible Persons directly for: (i) any deductible, co-payment or coinsurance for Covered Services specified in the applicable Plan, unless otherwise prohibited in such Plan, in amounts which, when added to Payor's payments shall not exceed the fee schedule for such Covered Services; (ii) any services that are not Covered Services; and (iii) any Covered Services provided to Eligible Persons after the benefits set forth in a Plan to which the Eligible Person is entitled have been exhausted. Chiropractor acknowledges and agrees that CMS has no responsibility for such items. Chiropractor shall not bill or seek payment from Eligible

Persons for non-covered benefits, which have been deemed by CMS and/or the applicable Payor not to be Medically Appropriate. Chiropractor shall not bill or seek payment from Eligible Persons for Covered Services provided pursuant to this Agreement, except for the payments specified in clauses (i)-(iii) of this Section 4.1.19.5, at any time that this Agreement is in effect and following any termination hereof with respect to Covered Services provided during the term hereof, including, without limitation, in the event of the nonpayment by any Payor due to its insolvency or other failure to pay.

4.1.19.6 Capitated Payor Plan Contracts (HMOs): Chiropractor is responsible for providing Covered Services for CMS health maintenance organization ("HMO") enrollees. Where applicable, reimbursement shall be made out of the monthly capitation fund. Because this is a finite dollar amount, if the level of treatment exceeds the available funds, reimbursement will be made at a reduced rate. If there are revenues remaining in the fund at the end of the individual HMO Plan contract periods, CMS has the option of retaining the remaining funds for any purpose, or distributing the remaining funds at the end of the contract period to CMS Chiropractors pro rata on the basis of the number of Eligible Persons seen by a CMS Chiropractor as compared to the total number of Eligible Persons seen by all CMS Chiropractors, and not on the basis of the number of individual treatment sessions.

4.1.19.7 Fee Schedule Payor Plan Contracts (PPOs): Chiropractor is responsible for providing all necessary treatment to CMS preferred provide organization ("PPO") enrollees. Reimbursement will come from either CMS or the Payor. Generally, payment will be based on a specific percentage discount from charges or a pre-established fee schedule.

4.1.19.8 Time for Payment: Except where coordination of benefits applies, Payor or Payor's agent is expected to make all payments due to CMS or Chiropractor within sixty (60) days following receipt by Payor, or its paying agent, of a complete and proper claim form and other information required to determine that the claim is payable under the Plan. For the avoidance of doubt, the sixty-day period referenced above is the time frame in which a Payor is expected to remit payment to CMS and does not create or constitute a deadline or expected time frame during which CMS will remit payment to Chiropractor. CMS will process claims in accordance with Payor specifications and submit claims to the applicable Payor. Delays in processing will occur if Chiropractor fails to submit properly completed and documented claims. Claim processing time can vary depending upon the volume of submitted claims.

4.1.19.9 Late Payments to CMS: A late fee of fifteen dollars (\$15.00) shall be assessed on any invoice that is not paid by the due date.

4.1.19.10 Off-Set: CMS reserves the right to off-set against and deduct from any payments due from CMS to Chiropractor (including remittances from Payors that are paid to CMS) any fees and/or other amounts owed by Chiropractor to CMS, including, without limitation, Annual Fees, applicable Administrative Fees, and late fees. CMS shall have no obligation to segregate funds received from Payors from other funds received by CMS.

4.1.20 No Right to Payor Remittance: Chiropractor shall have no property interest in, or other claim of title to, any payments CMS receives from Payors.

4.1.21 No Interest: No interest will accrue or be paid on any payment due from CMS to Chiropractor, including, without limitation, remittances for paid claims.

ARTICLE 5
Confidential Information

5.1 Legal Restrictions: No party hereto shall be in default for failure to supply information which such party, in good faith, believes cannot be supplied due to prevailing law, or for supplying information which such party, in good faith, believes is required to be supplied due to prevailing law.

5.2 Non-Disclosure of Confidential Information:

5.2.1 Chiropractor acknowledges and agrees that: (i) due to the nature of Chiropractor's work, Chiropractor and its Representatives shall have access to and acquire Confidential Information (as defined in Section 2.2, above); (ii) all Confidential Information is solely the property of CMS and constitutes confidential and proprietary information and trade secrets, as applicable, of CMS; (iii) the disclosure of Confidential Information to third parties would cause substantial harm to the goodwill of CMS; (iv) disclosure of Confidential Information to Chiropractor shall be made due to the position of trust and confidence that Chiropractor shall occupy and due to the agreement by Chiropractor to the restrictions contained herein; (v) disclosure of Confidential Information would cause CMS irreparable harm; and (vi) the restrictions imposed upon Chiropractor and its Representatives (if any) herein would not hamper them in earning a living.

5.2.2 In consideration of the acknowledgments set forth in Section 5.2.1, above, Chiropractor and the respective officers, directors, employees, agents, successors and assigns of Chiropractor (each, a "**Chiropractor Party**") shall, during the term of this Agreement and for a period of twenty four (24) months following the termination of this Agreement by any means or for any reason whatsoever, whether for cause or not for cause, hold any and all Confidential Information in the strictest confidence as a fiduciary, and shall not, voluntarily or involuntarily, sell, transfer, publish, disclose, display or otherwise make available to others any portion of the Confidential Information, or use any portion of the Confidential Information for any purpose other than as required to perform Chiropractor's obligations hereunder and under any other CMS Documentation, without the express written consent of CMS; provided, however, that Chiropractor may discuss the terms of this Agreement and any other CMS Documentation, and the existence of, and the facts and circumstances underlying, any disputes arising under this Agreement and/or any other CMS Documentation, with Chiropractor's legal and tax counsel. Chiropractor and its Representatives and each other Chiropractor Party shall use their best efforts to protect the Confidential Information consistent with the manner in which they protect Chiropractor's most confidential business information, which shall not be less than the care a reasonable business person would exercise under similar circumstances.

5.2.3 Chiropractor covenants and agrees that, during the term of this Agreement and for a period of twenty four (24) months following the termination of this Agreement by any means or for any reason whatsoever, whether for cause or not for cause, neither Chiropractor nor any Chiropractor Party shall, directly or indirectly, contact or solicit any CMS Chiropractor, for purposes of Chiropractor or any other party causing or advising, or cause or advise, any such CMS Chiropractor to breach his, her or its business agreement(s) or terminate or alter his, her or its business relationship(s) with CMS and/or to enter into with any third party a business agreement or business relationship substantially similar to that which exists between such CMS Chiropractor and CMS.

5.2.4 Chiropractor acknowledges and agrees that the obligations and promises of Chiropractor under this Section 5.2 relating to the confidential treatment of CMS's Confidential Information are of a unique nature giving them particular value. Chiropractor's breach of any of the covenants contained in this Section 5.2 will result in irreparable and continuing damage to CMS for which there may be no adequate remedy at law and, in the event of such breach, CMS will be entitled to

seek injunctive relief, or a decree of specific performance, without the necessity of posting a bond therefore, in addition to any other right or remedy available to CMS.

5.3 Medical Records: The parties shall maintain the confidentiality of any and all medical records which shall be in their possession and control, and such information shall only be released or disseminated pursuant to the valid authorization of the patient whose medical condition is reflected in such medical records or as shall be otherwise permitted or required under applicable law.

5.4 Trademarks and Copyrights: Each party acknowledges each other party's sole and exclusive ownership of its respective trade names, commercial symbols, trademarks and service marks, whether presently existing or later established (collectively, "**Marks**"). No party shall use another party's Marks in advertising or promotional materials or otherwise without the owner's prior written consent, and CMS shall not publish or cause to be published advertising or promotional materials that refer to Chiropractor or the services furnished by Chiropractor without Chiropractor's prior written consent; PROVIDED, HOWEVER, that the parties may publicize the fact that Chiropractor is a CMS Chiropractor. All uses of any Mark shall inure exclusively to the benefit of the Mark's owner. Each party reserves the right to terminate any consent previously given for the use of a Mark by providing the other party with written notice of such termination. In no event shall the party's use of the other party's Mark continue after termination of this Agreement. Each party acknowledges that any use of another party's Mark without the consent of such other party would cause the owner of such Mark irreparable injury, entitling it to obtain injunctive relief in addition to any other remedies available at law or in equity.

ARTICLE 6

Term and Termination

6.1 Term and Voluntary Termination: The initial term of this Agreement ("**Initial Term**") shall commence on the Effective Date of this Agreement and shall continue until December 31 of that year. This Agreement shall be automatically renewed for additional periods of one (1) year (each a "**Renewal Term**") unless either party shall give written notice to the other party at least four (4) months, 120 days, prior to the end of the Initial Term or of any Renewal Term.

6.2 Termination by CMS for Uncured Breach: Except as otherwise specifically provided in Section 6.3, below, CMS may terminate this Agreement immediately, upon notice to Chiropractor, upon the breach of this Agreement by Chiropractor not remedied within thirty (30) days after receipt by Chiropractor of notice thereof from CMS.

6.3 Immediate Termination by CMS: Anything elsewhere in this Agreement to the contrary notwithstanding, CMS may terminate this Agreement immediately upon written notice to Chiropractor if Chiropractor or any Representative of Chiropractor: (i) fails to purchase or maintain policies of insurance as required herein; (ii) is disqualified or suspended from practice or is threatened with disqualification or suspension in any state; (iii) rejects any modification or amendment of the UR/QA Program or the Rules and Regulations, subject to the provisions of Section 4.1.7, above; (iv) fails to follow CMS claims processing rules and procedures; (v) commits professional misconduct, violates the principles of professional ethics or, in the sole determination of CMS, has an excessive number of professional liability claims filed or resolved against Chiropractor or any Representative of Chiropractor; (vi) conducts himself in a manner which, in the sole determination of CMS, is reasonably likely to impair or injure the reputation of CMS or in a manner which may adversely affect the ability of CMS to conduct business; (vii) fails to comply with CMS established utilization guidelines and/or proper treatment protocols; or (viii) is subject to an indictment or information for a felony, or to any disciplinary

action referred to in Section 4.1.18, above. (ix) is turned into collection for failing to pay admin fees referred to in Section 4.1.19.3.

6.4 Termination of Chiropractor's Participation in any Plan:

6.4.1 If Chiropractor's participation in any Plan(s) of any Payor that CMS contracts with is terminated at any time, by the applicable Payor for any reason, or by CMS due to Chiropractor's breach of this Agreement or for failure of Chiropractor to comply with the applicable Payor's procedures and/or rules, CMS may suspend Chiropractor's participation in any and all Plans with Payors that CMS contracts with for up to one (1) year from the date of such termination of participation. Upon the expiration of the applicable suspension period, Chiropractor can re-apply for participation in any and all Plans with Payors that CMS contracts with, and Chiropractor will be subject to all re-credentialing and re-application fees.

6.4.2 Upon the termination of Chiropractor's participation in any Payor's Plan(s) for any reason, including, without limitation, upon the rejection by Chiropractor of any modified Plan fee schedule for such Payor, which does not result in a termination of this Agreement, all rights and obligations hereunder shall cease solely with respect to such Payor, except: (i) as expressly otherwise provided in this Agreement or any CMS Documentation; (ii) those provided in this Section 6.4; and (iii) those which shall have previously accrued as a result of the operation of this Agreement. Each party hereto, to the extent permitted by law, shall continue to fulfill all of its duties and obligations under each respective Payor Agreement by which Chiropractor shall be bound and under this Agreement. Upon the rejection by Chiropractor of any modified Terms of Payment Schedule for any Payor, Chiropractor shall:

6.4.2.1 to the extent provided in such Payor's Plan and consistent with applicable law, remain responsible for the provision of Covered Services subsequent to such termination of participation to any Eligible Person who shall be receiving care from Chiropractor until the conclusion of any course of treatment for a specific condition existing as of such termination; and

6.5 Procedure Upon Termination: Upon the termination of this Agreement by either party for any reason, whether for cause or not for cause, whether voluntarily or involuntarily, all rights and obligations hereunder shall cease, except: (i) as expressly otherwise provided in this Agreement or any CMS Documentation; (ii) those provided in this Section 6.5; and (iii) those which shall have theretofore accrued as a result of the operation of this Agreement. Each party hereto, to the extent permitted by law, shall continue to fulfill all of its duties and obligations under each respective Payor Agreement by which Chiropractor shall be bound and under this Agreement. Upon any termination of this Agreement, Chiropractor shall:

6.5.1 to the extent provided in any Plan and consistent with applicable law, remain liable for the provision of Covered Services subsequent to such termination to any Eligible Person who shall be receiving care from Chiropractor until the conclusion of any course of treatment for a specific condition existing as of such termination; and

6.5.2 immediately discontinue use of any and all signs, plaques, letterheads, forms or other materials identifying Chiropractor as a CMS Chiropractor; and

6.6.3 immediately return to CMS all Confidential Information; and

6.5.4 immediately notify CMS of the identities of all Eligible Persons who are patients of Chiropractor so that CMS may disclose to each such Eligible Person the possible adverse economic consequences to such Eligible Persons of such termination.

6.7 Termination and Eligible Persons: In the event of notice of termination of this Agreement and upon actual termination of this Agreement, CMS may direct Eligible Persons to other CMS Chiropractors.

6.8 Remedies: Anything elsewhere in this Agreement to the contrary notwithstanding, CMS shall have no liability, at law or in equity, for any act or omission arising out of, or relating to any obligation of CMS under this Agreement. Chiropractor's sole remedies shall be: (i) to the extent CMS received payment from any Payor with respect to any claim relating to Covered Services provided by Chiropractor prior to the termination of this Agreement, and subject to CMS's right of set off as provided in Section 4.1.19.10, above, to receive payment for claims properly submitted to CMS; and (ii) to terminate this Agreement; PROVIDED, HOWEVER, that nothing in this ARTICLE 6 shall limit any remedy Chiropractor may claim for any gross negligence or fraudulent or willful misconduct by CMS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL CMS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF OR IN ANY WAY IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 7

Dispute Resolution

Any claim, dispute, or controversy of whatever nature, arising out of, or relating to, this Agreement, or concerning the interpretation, effect, termination, validity, performance and/or breach of this Agreement (each a "Claim") shall be resolved by final and binding arbitration ("Arbitration") before a single arbitrator (the "Arbitrator") selected from and administered by Judicial Arbitration and Mediation Service, Inc. (the "Administrator") in accordance with its then existing arbitration rules or procedures regarding commercial or disputes. The Arbitration shall be held in Waukesha, Wisconsin. The Arbitrator shall, within fifteen (15) calendar days of the conclusion of the Arbitration hearing, issue a written award and statement of decision describing the essential findings and conclusion on which the award is based, including the calculation of any damages awarded. Each party shall pay an equal share of the fees and costs of the Administrator and the Arbitrator; provided, however, the Arbitrator shall be authorized to determine whether a party is the prevailing party and, if so, to award that prevailing party reimbursement for its share of the fees and costs of the Administrator and Arbitrator from the other party.

Judgment on the award may be entered in any court of competent jurisdiction. The preceding shall not, however, preclude CMS from commencing a legal action seeking injunctive relief to enforce the terms of this Agreement.

ARTICLE 8

Administrative Manual

Chiropractor agrees to comply with the requirements and procedures set forth in the Administrative Manual, Exhibit "A", and the provisions of the Administrative Manual (as it may be amended by CMS from time to time) are incorporated herein by this reference. The Administrative Manual shall cover administration of this Agreement, the Grievance Procedure, utilization review/quality assurance, eligibility and claims processing and procedures for Payor contracts, and other matters as deemed necessary by CMS. In the event of any conflict between the terms of this Agreement and those of the Administrative Manual, the terms of this Agreement will govern.

ARTICLE 9
Miscellaneous Provisions

9.1 Grievances: The Grievance Procedure, as amended from time to time by CMS with notice to Chiropractor, shall be the sole procedure governing the resolution of any grievance of any Eligible Persons. CMS shall use commercially reasonable efforts to bind Payors and, upon the approval of Payors, to cause Eligible Persons of such Payors to be bound to the Grievance Procedure.

9.2 Chiropractor-Patient Relationship: Nothing in this Agreement shall interfere with or in any way alter any Chiropractor patient relationship, and Chiropractor shall have the sole responsibility of the care and treatment of Eligible Persons under Chiropractor's care.

9.3 Non-Exclusivity: Nothing in this Agreement is intended or shall be construed to prevent either party from entering into substantially similar agreements with other entities similar to the other party. However, during the term of this Agreement and for a period of two (2) years after the termination of this Agreement for any reason, for cause or without cause, voluntarily or involuntarily, Chiropractor is expressly prohibited from contracting with any and all Payors that are contracted with CMS (at the time of termination of this Agreement) to obtain in-network rates with respect to the specific Plans that CMS has contracted to participate in with such Payors. This provision does not apply with respect to one or more specific Plan(s) of a Payor in the event Chiropractor can demonstrate, with written documentation satisfactory to CMS in its sole discretion, that: (i) Chiropractor participated directly with such Payor under such Plan(s) prior to the existence of a contract between CMS and that Payor; and (ii) Chiropractor's participation with such Payor under such Plan(s) was not terminated or suspended for any reason prior to the Effective Date hereof except in the case of contemporaneous termination by Chiropractor in connection with the execution of this Agreement.

9.4 Independent Contractors: Each party, its officers, agents and employees are at all times independent contractors to the other party. Nothing in this Agreement shall be construed to make or render either party or any of its officers, agents, or employees an agent, servant, or employee of, or joint venture of or with, the other, or to grant Chiropractor any voting, membership or other proprietary right or interest in or to CMS or any of its properties, earnings or profits.

9.5 Notices: Notices shall be written and personally delivered, effective on delivery, or sent by certified mail, return receipt requested, effective on the date deposited in the mail, addressed to the parties as set forth below, or to any other address specified in writing by such party.

9.6 Gender and Number: The use of the masculine, feminine or neuter gender and the use of the singular and plural shall not be given the effect of any exclusion or limitation herein; and the words "persons" or "party" shall mean and include any individual, trust, corporation, partnership or other entity.

9.7 Entire Agreement: This Agreement and the Administrative Manual represent the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and all prior and concurrent agreements, understandings, representations and warranties with respect to such subject matter, whether written or oral, are and have been merged herein and superseded hereby.

9.8 Compliance with Terms: Failure to insist upon strict compliance with any of the terms herein (by way of waiver or breach) by either party hereto shall not be deemed to be a continuous waiver in the event of any future breach or waiver of any condition hereunder.

9.9 Rights of Parties: Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to this Agreement and to their respective successors and assigns.

9.10 Assignment: This Agreement may not be assigned without the express written consent of the parties hereto.

9.11 Benefits: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, executors, administrators, successors and assigns.

9.12 Severability: If any portions of this Agreement shall for any reason, be invalid or unenforceable, such portions shall be ineffective only to the extent of such invalidity or unenforceability, and the remaining portion or portions shall nevertheless be valid, enforceable and of full force and effect.

9.13 Construction: The language used in this Agreement shall be deemed the language chosen by both of the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against either party.

9.14 Multiple Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single instrument.

9.15 Governing Law: This Agreement shall be governed by the laws of the State of Wisconsin without giving effect to its conflicts of law provisions.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have set their hands on the dates set forth below, as of the Effective Date set forth below.

CHIROPRACTOR:

CMS:

CHIROPRACTIC MANAGEMENT SERVICES, LLC:

SIGNATURE

BY: _____

NAME OF CHIROPRACTOR

NAME

TITLE OF SIGNATORY (IF ENTITY)

TITLE

STREET ADDRESS

EFFECTIVE DATE OF AGREEMENT

CITY, STATE, ZIP CODE

ADDRESS:
19435 W. CAPITOL DRIVE, SUITE 103
BROOKFIELD, WISCONSIN 53045-2738

NPI NUMBER

FEDERAL TAX I.D. OR SOCIAL SECURITY NUMBER

DATE EXECUTED BY CHIROPRACTOR

Please initial all previous pages of the Provider Agreement and return with all required forms. Thank You.

EXHIBIT A

ADMINISTRATIVE MANUAL

EXHIBIT B
CMS NETWORKS

EXHIBIT C
FEE SCHEDULES
