

**COMPREHENSIVE NETWORK SOLUTIONS, INC.  
CHIROCARE CHIROPRACTIC PROVIDER SERVICE  
AGREEMENT**

**This Chiropractic Provider Service Agreement is between Comprehensive Network Solutions, Inc. (CNS), a Texas corporation whose principal place of business is at 12400 Hwy 71 West, Ste. 350-428, Austin, TX 78738 and \_\_\_\_\_ (“Provider”), whose principal place of business is at \_\_\_\_\_ (collectively “the Parties”).**

**CNS and Provider execute this Agreement where as CNS has developed non-insurance membership cards that enable uninsured or underinsured patients to obtain services at a discount; and**

**The Participating Chiropractor agrees to provide Comprehensive Network Solutions, Inc. membership card plan participants an initial free consultation and a 25% discount off the individual Participating Chiropractic normal fee schedule for all services.**

**WHEREAS, Participating Physician is licensed to practice Chiropractic medicine in the State of \_\_\_\_\_.**

**NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:**

- 1.1 Covered individuals. Card holders, spouses or dependent children.**
- 1.2 Participating Chiropractor. A Chiropractor with an unencumbered license to practice Chiropractic services in the State of \_\_\_\_\_ and has entered into an agreement with CNS to provide discount services to participating individuals.**

**CONFIDENTIALITY**

- 1.3 The Participating Chiropractor & CNS shall maintain the confidentiality of the records of Individuals and related information to the maximum extent required by applicable federal, state and local laws.**

## **PATIENT RELATIONSHIP**

- 1.4 It is understood and agreed to by the parties that each Participating Chiropractor shall maintain an independent physician/patient relationship with each individual and shall be solely responsible to such individual for his or her treatment.

## **INDEMNIFICATION AND LIABILITY**

- 1.5 Each party to this agreement agrees to indemnify and hold harmless the other party and its directors, officers, employees and agents against any and all liability and expense, including defense costs and legal fees as they are incurred in connection with demands for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury or property damage arising from or caused by the indemnifying party's acts or failure to act or the acts or failure to act of its directors, officers, employees or agents.

## **INSURANCE**

- 1.6 Each Participating Chiropractor, at their sole and individual expense, shall maintain professional liability insurance with limits of no less than 200,000 per occurrence and 600,000 aggregate.

## **GENERAL PROVISIONS**

- 1.7 **NOTICES.** Any notice required by this agreement shall be given only in written form, sent by U.S. mail, and addressed to CNS at 12400 West Hwy 71, Ste 350-428 Austin, TX 78738.
- 1.8 **ATTORNEY'S FEES.** In the event either party initiates legal action with respect to the interpretation or performance of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and cost as the court may award.
- 1.9 **GOVERNING LAW.** This agreement shall be governed by and constructed in accordance with the laws of the State of Texas.

## **TERM AND TERMINATION**

- 1.10 This agreement shall become effective on the date first written above and shall be effective for a period of twelve (12) months thereafter. This agreement shall automatically be renewed for successive periods of (12) months each on the same terms and conditions contained herein, unless sooner terminated pursuant to the terms of this agreement.

**1.11 Notwithstanding any other provision of this agreement, CNS shall have the right to cancel this agreement immediately in the event the Participating Chiropractor shall be determined by CNS in its sole and absolute discretion to be in violation of or failing to comply with any requirements of this agreement after 30 days written notice and failure to comply or upon the occurrence of any of the following events:**

- 1. Participating Chiropractor fails to meet or fulfill CNS credentialing criteria;**
- 2. Participating Chiropractor has made a material misrepresentation to CNS;**
- 3. Participating Chiropractor commits any act or engages in any conduct for which Participating Chiropractors license may be revoked or suspended by the licensing authorities in the state in which Participating Chiropractor is located (whether or not such licensing authorities revoke or suspend such license).**
- 4. Participating Chiropractor fails to maintain insurance coverage as required by CNS.**

**Executed on the date and year first written below**

**Comprehensive Network Solutions, Inc.  
ChiroCare Chiropractic Services**

**By** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

**PARTICIPATING CHIROPRACTOR**

**By** \_\_\_\_\_

**TIN#** \_\_\_\_\_

**Date** \_\_\_\_\_