

ADDENDUM TO AGREEMENT BETWEEN CHIROPRACTIC CARE OF MINNESOTA, INC. AND PROVIDER

This HealthPartners Workers Compensation Addendum (the “Addendum”), dated as of the date set forth on the signature page (the “Effective Date”), is an addendum to the Participating Provider Agreement (the “Agreement”) between the undersigned Provider (“Provider”) and Chiropractic Care of Minnesota, Inc., a Minnesota non-profit corporation (“CCMI”).

WHEREAS, CCMI desires to addend the Agreement for the purposes of arranging for the delivery of Covered Services to certain HealthPartners Worksite Health Members, and CCMI and Provider desire that Provider provide such Covered Services to such HealthPartners Worksite Health Members.

WHEREAS, CCMI and Provider mutually desire to amend certain terms of the Agreement pursuant to the terms set forth in this Addendum.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, promises and undertakings hereinafter set forth, the parties hereto agree as follows:

HEALTHPARTNERS REQUIREMENTS

In addition to Provider’s obligations under the Agreement, Provider agrees to abide by the following provisions:

ARTICLE I DEFINITIONS

The following definitions shall apply to the capitalized terms in this Addendum and all amendments, exhibits and schedules hereto; provided, however, that in the event a definition below is inconsistent with the corresponding definition set forth in Minnesota Workers’ Compensation Law, the latter shall control, but only to the extent necessary to resolve the inconsistency.

Section 1.1 Commissioner means Minnesota’s Commissioner of Labor and Industry.

Section 1.2 Compensable Injury means a disease or injury sustained by an Employee which is eligible for compensation under Minnesota Workers’ Compensation Law. An Employee’s disease or injury is deemed to be a Compensable Injury when Provider receives an acknowledgment from the Employee’s Insurer that the Workers’ Compensation Claim in question is a work-related illness or injury as defined in Minnesota Workers’ Compensation Law and that Insurer is financially liable for such claim.

Section 1.3 Covered Services means medical, surgical, chiropractic, dental or other health services medically necessary to treat a Compensable Injury.

Section 1.4 Employee means any employee who is entitled to treatment of an injury or disease under Minnesota Workers' Compensation Law and whose Employer has arranged for him or her to obtain Covered Services through a Workers' Compensation Product.

Section 1.5 Employer means an employer who has arranged for its eligible employees to obtain Covered Services through a Workers' Compensation Product.

Section 1.6 Health Care Provider means a physician, podiatrist, chiropractor, dentist, optometrist, osteopath, psychologist, psychiatric social worker, or any other person who furnishes a medical or health services to an Employee under Minnesota Workers' Compensation Law (but does not include a qualified rehabilitation consultant or approved vendor).

Section 1.7 Injured Worker means an Employee with a Compensable Injury.

Section 1.8 Insurer means a workers' compensation insurer, third-party administrator or self-funded employer which is responsible for administration and/or payment of workers' compensation benefits to Injured Workers under Minnesota Workers' Compensation Law and which has contracted with HealthPartners to provide managed care services and access to a network of providers to furnish Covered Services to Employees.

Section 1.9 Managed Care Plan means a health plan developed by HealthPartners and certified by the Commissioner to provide for the delivery and management of treatment to Injured Workers under Minnesota Workers' Compensation Law.

Section 1.10 Minnesota Workers' Compensation Law means Minnesota Statutes Chapter 176, as now in force or as may hereafter be amended supplemented or substituted, and all rules and regulations promulgated thereunder.

Section 1.11 "Plan Summary" means the documents issued by CCMI which describe: fee schedules, administrative procedures and other information regarding a Benefit Contract, any of which CCMI may change at any time and from time to time at its sole and absolute discretion; and benefits descriptions and Member eligibility requirements, which may be changed by the health plan company at any time and from time to time in its sole and absolute discretion.

Section 1.12 Participating Health Care Provider means a Health Care Provider which is a participating provider with CCMI and who has also agreed to provide Covered Services to Injured Workers under this Addendum. For purposes of this Addendum, employees or contractors of Participating Health Care Providers who meet CCMI's and HealthPartners' credentialing criteria and quality assurance standards are considered to be Participating Health Care Providers.

Section 1.13 Practice Guidelines means guidelines or uniform treatment standards establishing medical or dental protocols or parameters for use in treating Injured Workers, which are established and issued by HealthPartners, Provider in conjunction with HealthPartners, CCMI and/or the Commissioner pursuant to Minnesota Workers' Compensation Law.

Section 1.14 Primary Treating Health Care Provider means a physician, chiropractor, osteopath, podiatrist or dentist directing and coordinating the course of treatment for an Injured Worker, as more fully described herein and in Minnesota Workers' Compensation Law.

Section 1.15 Provider Manual means the manual and other materials compiled by the Managed Care Plan for Participating Health Care Providers regarding the administration of the Managed Care Plan and the provision of care to employees, as updated from time to time. The Provider Manual is hereby incorporated into this Addendum.

Section 1.16 Related Organization means:

- (a) any entity now or hereafter formed: (i) which is controlled by HealthPartners; (ii) which controls HealthPartners; (iii) which is controlled by another entity that also controls HealthPartners; (iv) a majority of the Board of Directors of which consists of persons who are simultaneously directors of HealthPartners; (v) the directors of which constitute a majority of the directors of HealthPartners; or (vi) which is controlled by any entity described above; or
- (b) any association, joint venture or contractual arrangement entered into by any entity described above, if such entity has a controlling, equity, or voting interest in the association, joint venture or contractual arrangement.

Hereinafter, the term "HealthPartners" shall include any or all Related Organizations.

Section 1.17 Workers' Compensation Claim means a claim by an Employee for compensation under Minnesota Workers' Compensation Law.

Section 1.18 Workers' Compensation Product means a managed care plan offered by HealthPartners which offers Covered Services to Employees in accordance with Minnesota Workers' Compensation Law.

ARTICLE II HEALTH CARE SERVICES

Section 2.1 Provision of Services. Provider shall provide to Employees Covered Services as defined in this document in a high quality, cost effective manner designed to

restore Employees to their fullest function and facilitate return to work as soon as medically appropriate, pursuant to Minnesota Workers' Compensation Law. In connection with the provision of Covered Services to an Employee, Provider shall comply with the administrative and care requirements in the Provider Manual.

Section 2.2 Discrimination. Provider shall not discriminate in the provision of Covered Services under this Addendum on the basis of race, color, sex, religion, national origin, affectional orientation, the execution or failure to execute an advance directive, or on any other basis forbidden by law.

Section 2.3 Staff. Provider shall not make any changes in its present professional staff, administrative staff or organization which would render Provider incapable of providing Covered Services.

Section 2.4 Facilities and Equipment. Provider shall maintain its facilities and equipment in excellent working condition, in accordance with CCMI standards, as well as any applicable governmental standards. Provider shall not make any changes in its locations, facilities or equipment which would render Provider incapable of providing Covered Services.

Section 2.5 Management Responsibilities. The operation and maintenance of the offices, facilities and equipment of Provider, and the provision of all Covered Services, shall be solely and exclusively under the control and supervision of Provider. HealthPartners and CCMI shall have no right of control over the selection of support staff, supervision of personnel, or financial operation of Provider's practice. Nothing contained in this Addendum shall be construed as giving HealthPartners or CCMI any right to manage or conduct the practice of Provider as manager, proprietor, lessor or otherwise.

Section 2.6 Advertising and Promotion. Provider agrees to allow CCMI to list Provider's name, address and telephone number, as well as a description of its facilities and services, in HealthPartners' Participating Health Care Providers provider list and in other HealthPartners' brochures, publications and promotional materials.

ARTICLE III CARE MANAGEMENT AND QUALITY COOPERATION

Section 3.1 Purposes Explained; Acknowledgment of Common Goals. The purpose of the parties' obligations described in this Addendum is to comply with and promote the goals of the Managed Care Plan and Minnesota Workers' Compensation Law. The parties hereby acknowledge that among their reasons for entering into this Addendum are the common goals of managing care in a manner that is timely, effective and convenient for Injured Workers, promoting communication among Employees, Employers, Insurers, Providers and the Managed Care Plan, facilitating early return to work and maximizing recovery. The parties hereby agree to pursue these goals in good faith in connection with their performance hereunder, and, in so doing, to comply with the terms of this Addendum and the Provider Manual.

Section 3.2 Practice Guidelines. Practice Guidelines developed by HealthPartners shall be consistent with uniform treatment standards developed by the Commissioner; provided, however, that Practice Guidelines developed by HealthPartners may, in furtherance of the purposes stated in Section 3.1 hereof, exceed standards developed by the Commissioner. Provider shall treat Employees in a manner consistent with applicable Practice Guidelines, except where such treatment is not in the best medical interest of a particular Employee. If Provider furnishes services in excess of the Practice Guidelines, Provider's reimbursement for such services may be reduced or eliminated by the Insurer. A HealthPartners Medical Director shall be available to consult with Provider and assist in Provider's development and implementation of Practice Guidelines.

Section 3.3 Case Management. A HealthPartners Medical Director and/or case managers shall be available as a resource for Provider in connection with Employee treatment and shall work with Provider to facilitate return to work place as soon as medically appropriate. Employee treatment oversight shall include, but need not be limited to, establishing Employee and Insurer expectations and implementing goals regarding return to work, light duty work schedules, early intervention of vocational rehabilitation and other treatment alternatives. As outlined in the Plan Summary, Provider shall cooperate with and participate in any case management services or plans provided or arranged by HealthPartners in connection with the treatment of an Injured Worker.

Section 3.4 Quality Management. Provider shall cooperate with HealthPartners in the implementation of quality assurance, quality improvement, risk management and utilization review programs, policies and procedures established from time to time by HealthPartners pursuant to its obligations as a Managed Care Plan. Such programs, policies and procedures shall include, but need not be limited to, precertification programs, referral policies, Practice Guidelines, peer review programs, benefit review procedures, concurrent review programs and case management. Provider shall furnish HealthPartners with sections of medical records or practice information as may be reasonably required by HealthPartners to implement said programs, policies and procedures, as more fully described in Article IV.

Section 3.5 Credentialing. Provider shall participate in and cooperate with credentialing plans established by CCMI. At any time during the term of this Addendum Provider's Participating Health Care Provider status or the Participating Health Care Provider status of any Health Care Provider employed by or affiliated with Provider may be terminated by CCMI if Provider or such Health Care Provider does not meet CCMI's credentialing standards.

Section 3.6 Licensure. Provider shall, and shall cause each of its Participating Health Care Providers to, maintain, without restriction all federal, state and local licenses, permits and certifications required for it or them to provide health services to Employees. Provider shall notify CCMI within five (5) business days of any suspension or

termination of, or any qualification, limitation or restriction placed upon, Provider's or its Participating Health Care Providers' licenses, permits, certifications.

Section 3.7 Training. Provider shall participate in training as reasonably required by CCMI and HealthPartners.

ARTICLE IV RECORDKEEPING, REPORTS AND CONFIDENTIALITY

Section 4.1 Reports. Provider shall furnish to HealthPartners, at no additional charge, all reports prescribed by the Commissioner or by the Managed Care Plan containing information about chiropractic services and supplies provided to Employees under the Workers' Compensation Product. If HealthPartners is requested by the Commissioner to provide data which are in Provider's control, Provider shall cooperate with HealthPartners in making such data available to the Commissioner.

Section 4.2 Specific Reports. Among the reports Provider is required to furnish under Section 4.1, above, are:

- (a) Report of Work Ability. Within twenty four (24) hours of each encounter with an Employee, Provider shall transmit to HealthPartners and to the Employer a Report of Work Ability in substantially the form attached hereto as Attachment A, in accordance with the instructions contained on such form. HealthPartners may alter the form and transmittal instructions from time to time by furnishing Provider with a new or amended form.

Section 4.3 Availability of Records. Upon request by HealthPartners or the Commissioner, and in accordance with Minnesota Workers' Compensation Law, Provider shall make available to HealthPartners and/or the Commissioner, as the case may be, during regular business hours, all records related to services it provides to Employees under the Workers' Compensation Product. Provider shall maintain all such records for a period of five (5) years following the termination of this Addendum.

Section 4.4 Release of Medical Data. Medical data directly relating to a Workers' Compensation Claim shall be released by Provider only under the following conditions:

- (a) Party to Claim. Provider shall release medical data relating to a Workers' Compensation Claim to an Employee, his or her Employer or his or her Insurer if they are party to the Workers' Compensation Claim itself; provided, however, that such disclosure shall be preceded by Employee's written consent if the information requested is protected under federal or state laws relating to the privacy of medical information.
- (b) HealthPartners. To the extent permitted under applicable law, Provider shall release medical data relating to a Workers' Compensation Claim to

HealthPartners upon request by HealthPartners pursuant to case management, quality assurance, quality improvement, risk management and utilization review programs, policies and procedures established from time to time by HealthPartners.

- (c) Government Requests. Provider shall release medical data relating to a Workers' Compensation Claim to state and federal agencies requesting such data in accordance with applicable law or pursuant to a duly issued court order.
- (d) Other Requests. Provider shall not release any medical data or other information relating to a Workers' Compensation Claim under any other circumstances, except in accordance with applicable law.

Section 4.5 Other Information. At all times during the term of this Addendum and thereafter, Provider shall keep all information relating to the terms of this Addendum and the operations of CCMI and HealthPartners confidential, and shall not disclose such information without the prior written consent of HealthPartners and/or CCMI as appropriate, except pursuant to a duly issued court order.

Section 4.6 Costs Associated with Reporting and Recordkeeping. All reports, records and other data that Provider has been requested or required to furnish to the Managed Care Plan, Insurer, Employer, Employee, the Commissioner or any other party duly requesting such information under this Addendum shall be furnished in accordance with Minnesota Workers' Compensation Law.

ARTICLE V REIMBURSEMENT FOR SERVICES

Section 5.1 Billing; Reimbursement for Covered Services.

- (a) Billable Party. Provider shall bill the appropriate Insurer directly for Covered Services provided to an Employee. As outlined on the Plan Summary, Provider may bill Insurers only for Covered Services, and must submit bills to Insurers in the form and format prescribed in Minnesota Workers' Compensation law.
- (b) Non-Recourse. Provider shall not bill, charge, collect a deposit from, or otherwise seek remuneration from or recourse against any Employee or person acting on the Employee's behalf for services provided under the Workers' Compensation Product. This provision applies to: (a) nonpayment by an Insurer; (b) breach of this Addendum; or (c) services provided that are not Covered Services. This provision does not apply to services provided after termination of this Addendum or to collection of fees by Provider for services that are not related to a Compensable Injury.

Section 5.2 Payment Fee Schedule. Except as otherwise provided in Section 5.3, below, Provider shall accept as full payment for providing Covered Services to Employees, the fees established under Minnesota Statutes Section 176.136, Subdivisions 1.a and 1.b, Minnesota Rules 5221, and any amendments thereto. As referenced on the Plan Summary, the current fee schedule shall be automatically updated in accordance with the Commissioner's annual publication of fees.

Section 5.3 Other Payments. When payment for services may be made in amounts other than those specified under Minnesota Statute 176.136, Subdivisions 1.a and 1.b., Minnesota Rules 5221, and any amendments thereto, Provider shall accept as payment in full for Covered Services from Insurers the permissible percentage, pursuant to Minnesota Workers' Compensation Law, of the lower of: (i) Provider's usual and customary charge; or (ii) the prevailing charge for similar treatment.

Section 5.4 Non-Covered Services. Provider shall not be reimbursed for any service that: (a) does not constitute a Covered Service as defined in this Addendum; (b) is deemed by HealthPartners or Insurer to be not medically necessary; (c) does not conform to Practice Guidelines; or (d) is deemed by the Commissioner to be excessive, inappropriate or not medically necessary. Except as otherwise provided in Section 5.6, below, Provider shall not attempt to collect payment for a non-Covered Service from any other source, including the Employee. However, if the claimed injury or illness is deemed to be Non-Covered because the claimed injury or illness is determined to be non-compensable under Workers' Compensation, then Provider may seek reimbursement from another payor if the Employee has health care or other applicable coverage from such payor, or from HealthPartners if the Employee has health care coverage underwritten or administered by HealthPartners, pursuant to the terms of such coverage.

Section 5.5 Insurer Liability. Each Insurer is solely responsible for payment of Covered Services provided to an Employee. HealthPartners and/or CCMI shall not be liable for payment under a Workers' Compensation Product.

Section 5.6 Coordination of Benefits; Subrogation. If an Employee receives services from Provider for an injury or disease that Insurer determines is not a Compensable Injury, Provider shall coordinate reimbursement for such services with Employee's (non-workers' compensation) health plan(s), other workers' compensation carriers or other payors (e.g., automobile insurance). Likewise, Provider shall in good faith cooperate with Insurer in connection with Insurer's subrogation activities.

ARTICLE VI INSURANCE, INDEMNIFICATION AND DISPUTES

Section 6.1 Insurance. Provider shall maintain or cause to be maintained general and professional liability policies as may be necessary to protect Provider and its employees and agents against any and all claims for damages arising out of their action or inaction in connection with their performance under this Addendum; provided, however, that at a

minimum Provider shall carry limits of no less than the following for each Participating Health Care Provider employed by or associated with Provider at any time during the term of this Addendum:

	<u>Per Occurrence</u>	<u>Annual Aggregate</u>
Chiropractic Providers	\$1,000,000	\$3,000,000

Provider shall furnish CCMI with evidence of such insurance coverage upon request by HealthPartners and shall notify CCMI within ten (10) days of any change in carrier or coverage levels, any denial, limitation or termination of coverage or any claim against Provider's or any of its Participating Health Care Provider's policy or policies.

Section 6.2 Indemnification.

- (a) Indemnification by Provider. Provider shall indemnify, defend and hold CCMI and HealthPartners harmless against any and all claims, liabilities, damages or judgments asserted against, imposed upon or incurred by CCMI and HealthPartners that arise out of the acts or omissions (including, without limitation, malpractice, negligence or breach of this Addendum) of Provider or any of its Participating Health Care Providers, employees, agents or representatives in connection with its or their performance under this Addendum.
- (b) Indemnification by CCMI and HealthPartners. CCMI and HealthPartners shall indemnify, defend and hold Provider and its Participating Health Care Providers harmless against any and all claims, liabilities, damages or judgments asserted against, imposed upon or incurred by Provider or its Participating Health Care Providers that arise out of the acts or omissions (including, without limitation, negligence or breach of this Addendum) of HealthPartners or any of its employees, agents or representatives in connection with its or their performance under this Addendum.

Section 6.3 Disputes.

- (a) Treatment /Coverage Disputes. Pursuant to Minnesota Workers' Compensation Law, HealthPartners has established a process for resolving disputes regarding the provision or non-provision of Covered Services to Employees and other disputes involving Employees or Providers relating to the treatment of Employees under Minnesota Workers' Compensation Law. Provider and its Participating Health Care Providers shall participate in and cooperate with this process.
- (b) Contractual Disputes. Disputes between Provider or any of its Participating Health Care Providers and HealthPartners concerning this Addendum shall be handled as follows:

- (i) Date of the Dispute. The date of a dispute shall be the date upon which written notice is given by a party to the other party stating the precise nature of the dispute.
- (ii) Informal Resolution of Disputes. All disputes shall first be subject to resolution through informal methods. Within ten (10) business days after the date of the dispute, a representative from Provider or Participating Health Care Provider and a representative appointed by HealthPartners shall meet or shall otherwise establish contact and shall make a good faith effort to resolve the dispute.
- (iii) Formal Resolution of Disputes. In the event the parties are unable to resolve the dispute within thirty (30) calendar days from the date of the dispute, or such other longer time period mutually agreed to by the parties, then the parties shall be entitled to pursue any remedies for such dispute available in law or equity and may, if the dispute relates to a default under or breach of a material term of this Addendum, terminate the Addendum as allowed pursuant to Section 7.2 (c) without providing any further opportunity to cure as set forth in Section 7.2 (c); provided, however, that disputes or complaints regarding the interpretation, implementation, alleged breach or enforcement of HealthPartners' credentialing plans shall be addressed and resolved in accordance with such plans.

ARTICLE VII TERM AND TERMINATION

Section 7.1 Term; Renewal. This Addendum shall be effective as of the date first above written and shall continue for an initial term ending on the last day of the then current calendar year. Thereafter, this Addendum shall automatically renew for successive terms of one (1) calendar year, unless terminated pursuant to Section 7.2 of this Addendum.

Section 7.2 Termination. This Addendum may be terminated as follows:

- (a) CCMI may terminate this Addendum without cause as of the end of any calendar month, upon at least one hundred twenty (120) days written notice to Doctor.
- (b) Doctor may terminate this Addendum as of the end of any calendar month, upon at least one hundred twenty (120) days written notice to CCMI.
- (c) By the non-defaulting or non-breaching party upon thirty (30) days' prior written notice to the defaulting or breaching party, where such notice

includes a detailed description of the asserted default or breach, unless the default or breach is cured by the defaulting or breaching party prior to the end of the thirty (30) day notice period;

- (d) By CCMI upon revocation or suspension of Provider's or any of its Health Care Providers' respective licenses or certification, or upon termination of Provider's Participating Health Care Provider status pursuant to CCMI's credentialing criteria, immediately upon Provider's receipt of CCMI's written notice of termination; or
- (e) Upon the termination of the Agreement between CCMI and Provider.

Section 7.3 Effect of Termination.

- (a) In General. Except as otherwise provided in Section 7.3(b), below, termination of this Addendum shall have no effect upon the rights and obligations of the parties arising in connection with services provided to Employees prior to the effective date of termination.
- (b) Employee Access. Following termination of this Addendum, or in the event an Employer's contract with CCMI terminates during the term of this Addendum, Provider shall continue to provide Covered Services under the terms hereof to Employees for Compensable Injuries treated by Provider prior to the effective date of termination, until the Employee requests a change of provider. If said Employee requests a change of provider for continued treatment of a Compensable Injury, Provider shall cooperate with HealthPartners while HealthPartners makes alternate arrangements on behalf of said Employee for continued treatment of the Compensable Injury, pursuant to Minnesota Workers' Compensation Laws.

**ARTICLE VIII
MISCELLANEOUS**

Section 8.1 Compliance with Law. Each party shall, at all times during the term of this Addendum, be in material compliance with all applicable laws, including, without limitation, Minnesota Workers' Compensation Law. To the extent there is any conflict or inconsistency between the Agreement, this Addendum or the Provider Manual and the Minnesota Workers' Compensation Law, the Minnesota Workers' Compensation Law shall control.

Section 8.2 Relationship of Parties. The parties hereto are independent contractors, and nothing contained herein shall be construed or implied to create a partnership, joint venture or employment relationship between the parties or between a party and any of the other party's employees, agents or representatives.

Section 8.3 Notices. Notices and other communications required or permitted under this Addendum shall be deemed sufficiently given if transmitted in writing via personal delivery, certified United States mail or facsimile to the following addresses (or to such other addresses as a party shall have duly notified the others), and shall be deemed given upon confirmed receipt.

If to HealthPartners: HealthPartners, Inc.
8100 34th Avenue South
P.O. Box 1309
Minneapolis, Minnesota 55440-1309
Attention: Director, Contracted Services

If to Provider, at the address set forth for Provider in the Agreement.

If to CCMI, at the address set forth for CCMI in the Agreement.

Section 8.4 Entire Agreement. This Addendum constitutes the entire agreement among the parties with respect to the subject matter herein. This Addendum supersedes and replaces any and all prior agreements and understandings among the parties with respect to such subject matter, whether oral or written.

Section 8.5 Amendments; Passive Amendment; Regulatory Amendment. This Addendum may not be modified or amended except in a writing signed by all parties; provided, however, that this Addendum may be unilaterally amended by CCMI by giving thirty (30) calendar days' written notice to Provider unless Provider makes a written objection to the proposed amendment within fifteen (15) calendar days of receiving notice from CCMI. This Addendum shall be deemed to be amended to the extent necessary to comply with changes in state or federal law or upon demand by a state or federal agency, such amendments to be effective as of the date so required.

Section 8.7 Assignment; Binding Effect. Except as specifically provided herein, neither this Addendum nor the rights and obligations hereunder may be assigned, in whole or in part, by operation of law or otherwise, without the prior written consent of the other parties; provided, however, that HealthPartners may assign this Addendum to any of its Related Organizations without Provider's consent. This Addendum shall be binding upon and inure to the benefit of the parties, their legal representatives and permitted successors and assigns.

Section 8.8 Severability. If any provision of this Addendum is determined to be invalid under any court or governmental agency of competent jurisdiction or under any statute, the remaining provisions of this Addendum shall not thereby be invalidated and shall remain in full force and effect to the extent possible to carry out the parties' intentions.

Section 8.9 Survival. Sections 4.3, 4.4 and 4.5, Article VII and this Section 8.9 shall survive the termination of this Addendum.

Section 8.10 Captions and Headings. Captions and headings in this Addendum are included for convenience of reference only and are not to be considered a part hereof, and shall not be deemed to modify, restrict or expand any of the terms or provisions of this Addendum.

Section 8.11 Non-Waiver. No failure or delay by any party in exercising any right or remedy under this Addendum shall waive any provision of this Addendum, nor shall any single or partial exercise by any party of any right or remedy hereunder preclude that party from otherwise asserting or further exercising such right or remedy or any other right or remedy contained herein or granted under law.

Section 8.12 Full Force and Effect. All other terms of the Agreement shall remain in full force and effect, except as specifically set forth herein.

Section 8.13 Execution and Counterparts. This Addendum and any amendments hereto may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Addendum as of the date first above written.

Provider:

By: _____

Name: _____

Title: _____

Federal Tax ID #: _____

Chiropractic Care of Minnesota, Inc.:

By: _____

Name: _____

Title: _____