

Health Network Solutions, Inc.

CONFIDENTIALITY AGREEMENT AND RELEASE

This Confidentiality Agreement and Release (“Agreement”) is made and entered into by and between Health Network Solutions, Inc. (“HNS”) and the undersigned participating practitioner (“Participant”), and shall be effective upon execution (“Date of Execution”) on the day and year hereinafter written, when signed by both the parties’ duly authorized representatives.

WHEREAS, HNS, as an integrated “independent practice association,” is organized to furnish provider networks to network plan carriers such as preferred provider organization (PPO) plans, self-funded employers and other managed care entities and their members or beneficiaries, and to provide clinical and administrative, and other support services to both its physician participants and to the PPO plans and others with which HNS contracts;

WHEREAS, Participant is licensed to practice chiropractic in the jurisdiction where Participant provides chiropractic services and has entered into a Practitioner’s Participation Agreement (“PPA”) with HNS to provide services for managed care entities acceptable to HNS pursuant to the terms of said PPA;

WHEREAS, HNS has contracted with CyraCom International, Inc. (“CyraCom”), a language services company, to provide interpretative services by telephone to Participant and other providers in the HNS network as needed to assist them in serving Beneficiaries, as that term is defined in the PPA, who have limited or no English speaking skills (the “Language Services”); and

WHEREAS, on behalf of HNS’ Participating Providers, HNS shall pay the costs of the interpretive services provided, via telephone, by representatives of CyraCom, provided those services are furnished to beneficiaries of health care plans contracted with HNS, and the services for which assistance is needed are related to services covered by those healthcare plans; and

WHEREAS, Participant desires to benefit from the Language Services provided by CyraCom, and as a precondition to receiving those Language Services agrees to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby forever confessed, it is agreed by and between the parties hereto as follows:

1. Conditions of Receipt of Language Services. Participant hereby requests to receive the Language Services provided by CyraCom and agrees to use such Language Services in accordance with this Agreement and with the terms of the service agreement entered into between HNS and CyraCom, to the extent Participant is notified of those terms. Participant agrees that it shall use such Language Services only to assist with the delivery of Covered Services to Beneficiaries, as those terms are defined in the PPA (only to assist members whose

healthcare plans contract with HNS and only in regards to covered services provided by their health care plan.) Participant acknowledges that violations of the provisions of this paragraph 1 by Participant, or by any staff or affiliate of Participant, may result in HNS' termination of Participant's right to utilize the Language Services, and in addition, termination for cause of the PPA with Participant.

Upon the non-renewal or termination of Participant's PPA by either party for any reason, with or without cause, Participant shall no longer have any right to receive or use the Language Services described in this Agreement and shall cease using such Language Services. Participant further acknowledges that it has no right to receive the Language Services, nor shall it attempt to utilize such Language Services, without first executing this Agreement and returning it to HNS.

2. Business Associate Agreement and HIPAA. Participant agrees and acknowledges that it is the sole responsibility of Participant and CyraCom to ensure that a Business Associate Agreement ("BAA") has been executed by both parties. HNS will make a copy of CyraCom's form BAA available to Participant on HNS' website as a courtesy. Other than as outlined in this Agreement, Participant acknowledges that HNS has no other involvement in, or responsibility for, the Language Services provided by CyraCom to Participant independent of HNS' duties pursuant to the PPA, and HNS has no duty or liability based upon said BAA or CyraCom's use of protected health information received from Participant, as that term is used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and the regulations promulgated thereunder.

3. Release. For and in consideration of Participant's right to receive the Language Services pursuant to paragraph 1 above, Participant hereby releases, waives, and forever discharges, to the fullest extent permitted by law, HNS and its agents, employees, officers, directors, shareholders, successors, and assigns (hereinafter "the Released Parties") from any and all liability, actions, charges, causes of action, demands, damages, attorneys' fees, or claims for relief or remuneration of any kind whatsoever, whether known or unknown at this time, arising out of or in any way connected with Participant's receipt or use, and CyraCom's provision, of the Language Services. These include, but are not limited to, any claim under federal, state or local law or ordinance, whether such claim is express or implied, including related attorneys' fees and costs.

As used herein, the word "claims" includes all actions, claims, and grievances, whether actual or potential, known or unknown, and specifically but not exclusively including all claims against HNS or any one or all of the Released Parties arising from or relating to Participant's receipt from CyraCom or use of the Language Services, or CyraCom's provision of such Language Services. All such claims against the Released Parties are forever barred by this Agreement, whether they arise in contract or tort or under a statute or any other law.

4. Entire Agreement; Persons Bound by the Agreement. This Agreement sets forth the entire understanding of the parties to this Agreement, and all understandings and agreements are expressly set forth herein. All prior negotiations are merged into this Agreement. This Agreement shall be binding upon and inure to the benefit the parties and their respective successors and assigns.

5. Assignment. Participant may not assign any of its rights or delegate any of its duties under the Agreement.

6. Governing Law. Except as it may be preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the state which govern the PPA between HNS and Participant, according to the terms of said PPA.

7. Modifications. This Agreement is intended to be a binding contract between the parties and shall not be modified, except by writing signed by both HNS and Participant. No change, modification, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon any party hereto unless reduced to writing and signed by the party against whom enforcement is sought.

8. Knowing and Voluntary Agreement. Participant acknowledges and agrees that it has carefully read and fully understands all the provisions of this Agreement. Participant acknowledges that it has not relied upon any representations or statements, written or oral, that are not set forth in this document. Participant further acknowledges that it is entering into this agreement voluntarily and of its own free will, without any coercion from any person, and has voluntarily and knowingly agreed to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed in multiple counterparts either personally or by their duly authorized offices or agents, effective as of the date written below.

PARTICIPANT

By: _____ (SEAL)
Name: _____
Title: _____
Date of Execution: _____

HEALTH NETWORK SOLUTIONS, INC.

By: _____ (SEAL)
Name: Adam Bridgers
Title: CEO
Date of Execution: _____