

LETTER OF PROTECTION



RE: Client:
D/Accident:

Protection of Outstanding Charges: If the above named client recovers monetary damages from any person or entity responsible for charges incurred by the above named health providers we agree to withhold any outstanding monies owed by the client from a check or draft we receive in which we are listed as an additional named payee. Sufficient funds, after deduction of Attorney's fees and costs for, any and all undisputed charges owed to you in connection with the accident or event giving rise to and covered by the recovery and not covered by any collateral source.

Amount Protected: It is the health provider's obligation to furnish us with periodic updates of outstanding charges. Otherwise, we will rely on previously received records in seeking reimbursement from the tortfeasor for reimbursement.

Balance Confirmation: We will use the best efforts to request balance confirmation when recovery is imminent. If we fail to receive a written response within five days of mailing, we will presume that the balance has been paid in full.

Pro Rata Distribution if Inadequate Recovery: If the net recovery is less than the total outstanding charges owed to all health providers covered by a Letter of Protection or any other lien hold, such funds will be distributed on a Pro Rata basis.

Our Responsibility on Forensic Services: This law firm acknowledges independent responsibility to the health care provider for charges incurred for medical records and witness fees.

Disputes: If our client disputes any of your outstanding charges or claims a setoff and we are unable to resolve the issue, we will deposit the amount disputed charge/setoff into the county registry for judicial determination.

Approval Required: This agreement becomes effective when you and the client approve it in writing in the place provided below and return it to our office.

Patient/Client

Health Care Provider

Attorney/Representative