



NEW CLIENT PACKET: ATTORNEY INSTRUCTIONS

Use this packet once you determine that your client would benefit from the Matthews Richards Healthcare Management's Case Management Program. Most clients that utilize the program either do not have health insurance coverage or are electing to treat without using existing coverage.

1. **Review, complete and explain** the following documents with your client:

- A** Matthews Richards Healthcare Management's Client and Attorney Agreement
- B** Lien for Medical Services and Acknowledgement of the Right to Assign
- C** Client Information
- D** Authorization for the User or Disclosure of Protected Health Information
- E** Waiver and Acknowledgement of Medical Services on a Lien
- F** AccidentMeds Pharmacy Card Lien (optional)

2. **Attorney and Client Sign & Date:**



3. **Client Sign & Date**



Pharmacy Services: If you wish to provide the client with an AccidentMeds pharmacy card that they may use to fill accident-related prescriptions at their local pharmacy on a lien basis, complete "F." This is optional. The card will be mailed to your client.

FAX the completed and signed documents to (855) 315-7255



**MATTHEWS RICHARDS HEALTHCARE MANAGEMENT
CLIENT & ATTORNEY AGREEMENT**



This Agreement, entered into this ____ day of _____, 20__, (the “Effective Date”): between, _____ (“Client”), residing at _____, Attorney _____ (“Client’s Attorney”) and Matthews Richards Healthcare Management (“MRHM”), pertaining to Client’s injury that occurred on ____ day of _____, 20__, (“Injury Date”), at _____ (“Injury Location”).

Recital

MRHM is a personal injury case management company that assists personal injury attorneys and their clients in managing and coordinating the non-professional portions of an injured client’s medical treatment. MRHM also purchases accounts receivable related to an injured client’s care from a client’s medical providers (“Medical Bills”).

Client and Attorney desire to retain MRHM to assist in managing and coordinating the non-professional portions of Client’s medical treatment, and understand MRHM may purchase Medical Bills relating to Client’s medical treatment.

Terms of this Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. MRHM will assist Client in locating medical providers who will treat Client on a lien or letter of protection basis for injuries Client sustained on Injury Date.
2. Client does not have to treat with medical providers introduced to Client by MRHM and is always free to choose any medical provider Client desires.
3. If Client meets with, consults or treats with any medical providers introduced to Client by MRHM, Client does so as a result of Client’s own free will and Client’s consultation with Attorney.
4. Attorney and Client understand that MRHM will not in any way direct Client’s medical treatment.
5. MRHM will not coordinate any health care treatment not related to the Injury Date.
6. Attorney and Client understand that MRHM will manage and coordinate the non-professional portions of Client’s treatment, by locating a medical doctor convenient to Client. MRHM will not be involved with or participate in any medical treatment or diagnosis received by Client.
7. Attorney has read this document and explained its terms to Client.
8. Client fully understands the terms of this Agreement.
9. Any medical provider of Client may elect to sell Client’s medical bills for medical treatment or services rendered to Client (“Medical Bills”) to MRHM.
10. MRHM may elect to purchase and accept assignment of Client’s Medical Bills. MRHM will then be the rightful owner of such Medical Bills and expects that Client MRHM will pay MRHM directly, instead of to the medical provider, for these Medical Bills. Client agrees to pay for any Medical Bills MRHM purchases relating to Client’s medical care.
11. Client and Attorney both understand that MRHM purchases Medical Bills at a discount from medical providers. The amount of discount is negotiated at arms-length between MRHM and the medical provider and is commensurate with the risk assumed by MRHM in providing for immediate payment to providers, taking the risk of collection, incurring the cost and risk of holding a lien, incurring the cost of holding long-term accounts receivable, and the cost of monitoring and collection of the accounts receivable.

12. Client and Attorney both understand that MRHM does not make any payments on behalf of Client to the Medical Provider, and that Client will continue being responsible for Client's Medical Bills, whether or not they are sold and assigned to MRHM.
13. Client will execute a Lien for Medical Services & Acknowledgment of the Right to Assign, promising to pay MRHM for Medical Bills acquired by MRHM.
14. Client understands that MRHM will never charge Client any interest or fees, will only bill Client the exact amount the medical provider would have billed the Client, and will provide Client and Attorney with a copy of the medical provider's bill upon request.
15. Client will provide MRHM with all available insurance information, including, copy of any potential third party's insurance policy, and any Underinsured Motorist, Uninsured Motorist, MedPay or P.I.P. policies insuring Client.
16. If Client has access to health insurance but chooses to access medical providers through MRHM, then Client and Attorney agree to execute a waiver stating that client is waiving the use of such healthcare insurance coverage. MRHM will not at any time bill health insurance for Medical Bills acquired by MRHM.
17. Client acknowledges that there may be medical providers who would provide the same medical services for a lower cost or for only the costs that the Client would be responsible for under any insurance policy. Client either (a) does not have insurance (b) Client insurance does not cover the medical services covered by this Agreement or Client's Bills, or (c) Client has decided voluntarily that obtaining the procedure(s) subject of the Medical Bills on a lien basis is preferable to Client, and in Client's best interest. Client agrees that Client shall not request that the Provider or its assignee bill Client's health insurer or any alternate funding source at any date after executing this Lien.
18. Client will inform MRHM immediately of any change of home or business addresses and home or business telephone numbers.
19. Client, Attorney or MRHM may terminate this Agreement at any time, without notice. Any amounts due for any accounts receivable purchased by MRHM relating to Client's care, will continue being due after termination of this Agreement.
20. This Agreement automatically terminates when Client's personal injury claim or lawsuit relating to the Injury Date is settled or adjudicated and any payments due MRHM are remitted to MRHM.
21. Should Client change attorneys, for any reason, Client agrees to notify MRHM within two (2) business days.
22. Client authorizes Attorney to pay the full amount of the Medical Bills to MRHM directly from the proceeds of any settlement, award, or judgment relating to Injury Date or any other source.
23. Attorney agrees to pay MRHM for Medical Bills out of any judgment, settlement, arbitration, mediation, litigation, award, verdict, or any other collection activities on Client's personal injury claim, in which Client is represented by Attorney, in an amount equal to all such sums as may be due for any and all Medical Bills. Client directs Attorney to pay MRHM out of any judgment, settlement, arbitration, mediation, litigation, award, verdict, or any other collection activities on Client's personal injury claim, in which Client is represented by Attorney, in an amount equal to all such sums as may be due Provider for Medical Bills.
24. The parties to this Agreement are independent contractors. Neither party is an agent, representative or partner of the other party.
25. This Agreement may be executed by all parties in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
26. If any term or provision of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, order or other rule of law, that term or provision shall be deemed modified or deleted, but only to the extent necessary to comply with the statute, regulation, ordinance, order or rule, and the remaining provisions of this Agreement shall remain in full force and effect.
27. This Agreement shall be construed according to the laws of the State of Missouri, and both parties submit to the jurisdiction of the State of Missouri County of Christian.

28. This Agreement may not be orally amended or modified. It is specifically understood that any of the terms, covenants, representations or conditions hereof may be amended only by written instrument executed by the parties.
29. Each of the parties represents and warrants that the party and/or the officer or other representative who signs this Agreement on behalf of the party have the authority to enter into this Agreement and that the requisite procedures have been followed to make the Agreement binding on each of the parties.
30. This Agreement in no way constitutes an assignment of Client's personal injury claim.
31. All notices of communications herein required or which either party desires to give to the other shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, by personal delivery facsimile with same day mailing and proof of transmission, or by recognized overnight courier and shall be mailed or delivered as follows:
32. **Arbitration Agreement. READ THIS PROVISION CAREFULLY AS IT AFFECTS YOUR RIGHT TO A JURY TRIAL.** Client, Attorney, Provider and assignee mutually and voluntarily agree to the following.
- (1) Any and all disputes, claims or controversies arising out of or in connection with this Agreement or in any way connected to Client's medical services, no matter how described, pleaded or styled, including claims arising in tort and/or contract, shall be decided exclusively and finally by binding arbitration. All parties hereby **WAIVE THEIR RIGHT TO A JURY TRIAL** by agreeing to binding arbitration. The arbitration hearing shall be conducted at a location within twenty (20) miles of Client's address as specified in this Agreement. The arbitration shall be conducted before the American Arbitration Association (the "AAA"), pursuant to the AAA Commercial Arbitration Rules, which are attached hereto or have been provided.
 - (2) The arbitration shall be conducted by one neutral arbitrator appointed by the AAA. The arbitrator shall have actual experience in and knowledge of the subject matter of this Agreement to the greatest extent practicable, unless both parties agree otherwise. The arbitrator shall have the authority to award any monetary and nonmonetary relief available to either party in an action otherwise prosecuted in court, including injunctive and other provisional relief. However, the arbitrator will have no power to award punitive damages against the Client, Attorney, Provider or its assignee. Judgment on the arbitration award may be entered by any court of competent jurisdiction. The cost of initiating the arbitration and the arbitrator's compensation (but excluding fees and costs of Client's counsel, if any) shall be paid by MRHM or its assignee.
 - (3) This arbitration shall be solely between the parties to this Agreement, and no class arbitration or other representative action may be undertaken by the arbitrator, and the arbitrator shall have no power to consolidate or join claims of other parties or persons who may be similarly situated.
 - (4) The Federal Arbitration Act ("FAA") and related federal law shall govern the interpretation and enforcement of this Paragraph to the fullest extent possible, to the exclusion of all otherwise potentially applicable state law, regardless of the location of the arbitration proceedings or the nature of the disputes or controversies between the parties to this Agreement. The arbitrator shall apply Missouri law consistent with the FAA and related federal law, including applicable statutes of limitations and shall honor claims of privilege recognized at law.
 - (5) With the exception of subpart (3) above, if any part of this arbitration agreement is deemed to be invalid, unenforceable or illegal, then the balance of this arbitration agreement shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein.
 - (6) Client may elect to opt out of this arbitration provision by sending written notice to MRHM before 5:00 p.m. Eastern Time on the tenth (10th) calendar day after this Agreement is executed, or such notice shall be of no force and effect. MRHM's contact information

appears below. The foregoing time limit shall be strictly construed. Opting out of this arbitration provision shall not terminate the Agreement or otherwise affect in any way any of the other rights and obligations of the parties hereto under the terms of the Agreement. **Client and Attorney agree that they have read and understand the Arbitration Agreement. Client and Attorney represent that the preceding statement is true and correct to the best of their knowledge.**

28. Attorney's Fees and Expenses. In the event of any litigation, arbitration or any other action to collect on, enforce or determine the validity of this Agreement or in any way connected to Client's medical services, the prevailing party in any such action or proceeding shall be entitled to recover reasonable attorney's fees and actual costs, including fees and costs related to any suit, mediation or arbitration proceeding, appeal, bankruptcy proceeding or other proceeding, in such amount as may be determined by any arbitrator or court, whichever is applicable.

If to Client:

Fax: _____

With copy to:

Fax: _____

If to MRHM:

Matthews Richards Healthcare Management
30699 Russell Ranch Road, Suite 175
Westlake Village, CA 91362
Fax: (855) 315-7255

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

By:  _____ Date _____

Representing Attorney

By:  _____ Date _____

Client Signature

By: _____ Date _____

Spouse: (If married)

By: _____ Date _____

Parent or Custodial Parent: (If Minor)

Counter-signature by Matthews Richards Representative _____ Date _____

LIEN FOR MEDICAL SERVICES & ACKNOWLEDGEMENT OF THE RIGHT TO ASSIGN

I. Preamble. This is an agreement between Patient, Attorney and Patient's medical provider ("Provider"). This agreement concerns the grant of a lien to Provider and an acknowledgment that Provider may assign the lien ("this Agreement"). Provider intends to assign this lien to Matthews Richards Healthcare Management. ("MRHM" or "assignee").

II. Grant of Lien for Medical Services. Patient and Attorney understand that the medical services, supplies and/or treatment Patient is receiving from Provider as part of the ongoing personal injury claim may be billed as a lien as may be authorized by applicable state law and practice. Patient hereby assigns to Provider and its assigns, and grants it and its assigns a lien on the proceeds that may be recovered on Patient's behalf as a result of any judgment, settlement, arbitration, mediation, litigation, award, verdict, or any other collection activities on Patient's personal injury claim, in which Patient is represented by Attorney, in an amount equal to all such sums as may be due Provider for any and all medical treatment or services rendered to Patient. Patient and Attorney acknowledge that Provider may assign and intends to assign the lien and its right to payment to MRHM, and that Provider's assignee, MRHM, may have the exclusive right to collect all amounts due for services by Provider. Attorney agrees to pay MRHM out of any judgment, settlement, arbitration, mediation, litigation, award, verdict, or any other collection activities on Patient's personal injury claim, in which Patient is represented by Attorney, in an amount equal to all such sums as may be due Provider for any and all medical treatment or services rendered to Patient. Patient directs Attorney to pay MRHM out of any judgment, settlement, arbitration, mediation, litigation, award, verdict, or any other collection activities on Patient's personal injury claim, in which Patient is represented by Attorney, in an amount equal to all such sums as may be due Provider for any and all medical treatment or services rendered to Patient.

Patient and Attorney agree that this lien may cover all services Patient receives from Provider. Patient and Attorney hereby waive any right to object to any fees charged by Provider or its assigns that are the subject of this lien based upon a claim that they are unreasonable or excessive. Patient and Attorney hereby waive any right to challenge or object to the amount of any such fees or charges on that basis.

III. Payment Agreement. Patient authorizes and directs Attorney to pay assignee directly for any billings and fees arising out of the medical services, treatment and care arising out of this incident and by reason of any other bills which Patient may owe Provider or its assignee. Patient and Attorney will notify assignee of any payment received by Patient for medical services from an insurance company or other source, and Patient will instruct his/her attorney to likewise notify assignee. All payments up to the amount secured by the lien shall be forwarded to assignee. MRHM's ability to collect any amounts shall be limited to applicable law and practice. Patient acknowledges that the legal settlement may pay all, part, or none of this amount and that Patient is responsible for complete payment. Patient understands that Patient is financially responsible for any amount unpaid by this assignment, as may be authorized by applicable state law and practice.

Attorney hereby agrees to observe all terms stated herein and agrees to withhold such sum payable to Provider or its assignee, from any settlement, judgment or verdict as may be necessary to adequately protect Provider or its assignee. Attorney shall hold in Attorney's Client Trust Account such sums from any payment, settlements, dispositions, proceeds and/or verdicts received on Patient's behalf as may be required to adequately protect and pay Provider or its assignee for services by Provider. Attorney is further directed to pay from Attorney's Client Trust Account to assignee that amount which is due and owing for those medical services by Provider. Attorney further agrees that in the event Patient secures other counsel in connection with any action instituted by Patient on account of the injuries for which Patient was treated, Attorney shall inform such new counsel of this Agreement, and secure new counsel's consent thereto.

IV. Representations And Warranties. Patient acknowledges and understands that Patient has multiple options to fund Patient's medical treatment, including the use of health insurance, government programs and health maintenance organizations. Patient acknowledges that there may be medical providers who would provide the same medical services for a lower cost or for only the costs that the patient would be responsible for under any insurance policy. Patient either (a) does not have insurance (b) Patient's insurance does not cover the medical services covered by this lien, or (c) Patient has decided voluntarily that obtaining the procedure(s) subject of this lien on a lien basis is preferable to Patient, and in Patient's best interest. Patient agrees that Patient shall not request that the Provider or its assignee bill Patient's health insurer or any alternate funding source at any date after executing this Lien.

Patient voluntarily chooses to obtain treatment on a lien basis, and, therefore, will not utilize other forms of funding. Patient shall not submit the medical charges subject to the lien to Patient's health insurance company (if any) for reimbursement or to apply towards Patient's deductible. Provider or its assignee will, therefore, bill Patient for services on a lien basis. Patient acknowledges that it has incurred the amount billed on a lien basis in exchange for Provider's services. Patient and Attorney acknowledge that Provider or its assignee will not be required to and will not bill Patient's health insurance, Workers' Compensation, government or other medical insurance coverage, if any.

Patient acknowledges that Provider may assign this lien without Patient's or Attorney's consent. Patient and Attorney understand that Provider's assignee (if any) has purchased an account receivable and lien from Provider, is not a health insurance company, and that no amounts have been paid by an assignee to Provider on Patient's behalf. This Agreement, including the Arbitration Agreement, shall be binding upon and inure to the benefit of the parties and their respective successors, heirs (in the case of the Patient) and assigns. Patient instructs Patient's attorney to afford the same respects, rights and privileges to assignee as the attorney would afford to Provider under the terms of this Agreement and to forward any all payments to assignee. Patient understands that Patient may terminate this Agreement and lien any time prior to obtaining any medical services from Provider by providing written notice to Provider or assignee. Assignee's contact information is located at the bottom of page 2. Patient understands and agrees that this Agreement may not be terminated or rescinded by Provider or assignee except by express written notice by Provider or its assignee.

The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as, or be interpreted to be, a waiver of any later breach of the same or any other provision of this Agreement. If any portion of this Agreement is held to be unenforceable for any reason, the unenforceability of such provision shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. No

verbal agreement concerning the subject matter of this Agreement shall be effective unless reduced to writing and signed by each of the parties. Patient understands that Patient is represented by Attorney and has sought Attorney's counsel on any decision regarding the funding of Patient's medical care or for any questions Patient may have relating thereto. This Agreement may be signed in parts and have the same force and effect as though executed in one document. A photocopy and/or fax copy of the executed Agreement shall have the same force and effect as the original.

V. Certification, Authorization and Release in Accordance with HIPAA. Patient and Attorney certify that the information provided herein is correct and complete. Patient understands that, in accordance with the Health Insurance Portability and Privacy Act of 1996 ("HIPAA"), Patient's medical information relating to this personal injury case may be shared to manage and expedite Patient's medical treatment. Patient authorizes Patient's Provider, its assignee, or Attorney to secure, release, and disclose such medical treatment information with companies and individuals as deemed necessary, and further agrees that examinations, diagnoses, medical treatments, films and reports can be shared with necessary parties involved in Patient's case. Patient also permits Provider or its assignee to use such medical information for marketing purposes. Attorney acknowledges that Attorney has obtained a Release of Medical Information from Patient for purposes of communications regarding Patient's medical information and that Provider or its assignee is covered by said Release.

VI. Patient and Attorney Information.

Attorney Name: _____ Telephone: _____ Fax: _____
Attorney Address: _____
Patient Name: _____ Key Account Number: _____
Date of Injury: _____ Physician/Facility: _____
(This Lien and Acknowledgement cover the foregoing case and any other legal or administrative action relating to the subject injury or claim.)

VII. Arbitration Agreement. READ THIS PROVISION CAREFULLY AS IT AFFECTS YOUR RIGHT TO A JURY TRIAL. Patient, Attorney, Provider and assignee mutually and voluntarily agree to the following.

(1) Any and all disputes, claims or controversies arising out of or in connection with this Agreement or in any way connected to Patient's medical services, no matter how described, pleaded or styled, including claims arising in tort and/or contract, shall be decided exclusively and finally by binding arbitration. All parties hereby **WAIVE THEIR RIGHT TO A JURY TRIAL** by agreeing to binding arbitration. The arbitration hearing shall be conducted at a location within twenty (20) miles of Patient's address as specified in this Agreement. The arbitration shall be conducted before the American Arbitration Association (the "AAA"), pursuant to the AAA Commercial Arbitration Rules, which are attached hereto or have been provided.

(2) The arbitration shall be conducted by one neutral arbitrator appointed by the AAA. The arbitrator shall have actual experience in and knowledge of the subject matter of this Agreement to the greatest extent practicable, unless both parties agree otherwise. The arbitrator shall have the authority to award any monetary and nonmonetary relief available to either party in an action otherwise prosecuted in court, including injunctive and other provisional relief. However, the arbitrator will have no power to award punitive damages against the Patient, Attorney, Provider or its assignee. Judgment on the arbitration award may be entered by any court of competent jurisdiction. The cost of initiating the arbitration and the arbitrator's compensation (but excluding fees and costs of Patient's counsel, if any) shall be paid by Provider or its assignee.

(3) This arbitration shall be solely between the parties to this Agreement, and no class arbitration or other representative action may be undertaken by the arbitrator, and the arbitrator shall have no power to consolidate or join claims of other parties or persons who may be similarly situated.

(4) The Federal Arbitration Act ("FAA") and related federal law shall govern the interpretation and enforcement of this Paragraph to the fullest extent possible, to the exclusion of all otherwise potentially applicable state law, regardless of the location of the arbitration proceedings or the nature of the disputes or controversies between the parties to this Agreement. The arbitrator shall apply California law consistent with the FAA and related federal law, including applicable statutes of limitations and shall honor claims of privilege recognized at law.

(5) With the exception of subpart (3) above, if any part of this arbitration agreement is deemed to be invalid, unenforceable or illegal, then the balance of this arbitration agreement shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein.

(6) Patient may elect to opt out of this arbitration provision by sending written notice to assignee before 5:00 p.m. Eastern Time on the tenth (10th) calendar day after this Agreement is executed, or such notice shall be of no force and effect. Assignee's contact information appears below. The foregoing time limit shall be strictly construed. Opting out of this arbitration provision shall not terminate the Agreement or otherwise affect in any way any of the other rights and obligations of the parties hereto under the terms of the Agreement. **Patient and Attorney agree that they have read and understand the Arbitration Agreement. Patient and Attorney represent that the preceding statement is true and correct to the best of their knowledge.**

VIII. Attorney's Fees and Expenses. In the event of any litigation, arbitration or any other action to collect on, enforce or determine the validity of this Agreement or in any way connected to Patient's medical services, the prevailing party in any such action or proceeding shall be entitled to recover reasonable attorney's fees and actual costs, including fees and costs related to any suit, mediation or arbitration proceeding, appeal, bankruptcy proceeding or other proceeding, in such amount as may be determined by any arbitrator or court, whichever is applicable.

By signing this document, Patient and Attorney fully understand all provisions set forth in this Agreement.

Attorney's Signature: _____ Date: _____
Patient's/Patient's Guardian Signature: _____ Date: _____
Provider's Signature: _____ Date: _____



NEW CLIENT INFORMATION

Client Information

First Name _____ Last Name _____ Middle _____

Address _____

Primary Phone _____ Alt Phone _____

Best time to call _____ Best time for appointments _____

Do you have transportation for appointments? _____

Emergency Contact Person and phone _____

Do you have metal in your body? If so, where _____

Height _____ Weight _____ Email _____

Attorney to complete below

Attorney Name _____ Phone _____

Does client have PIP or MedPay on their insurance policy? ? Amount: _____

Sex Male Female SSN _____

Date of Birth _____ Date of Accident _____

Type of Accident MVA Slip & Fall Other _____

Brief summary of accident:

Was client transported/treated at medical facility? Yes No

Facility name _____ City, State _____

Other care post accident _____

Post accident imaging Xrays MRI CT Other

What are the policy limits for the liable party? _____

If client was passenger, does driver have insurance? Amount \$? _____

Do you have the police report? Yes No Was other party cited? Yes No

Please include a copy of the police report if available

Has client had previous accidents? If so, describe any related ongoing medical issues:

Describe the current injuries your client has that requires medical assessment:

Has client had pre-existing conditions related to this body part(s)? If so, explain:

Do you know the approximate medical bills that are already outstanding related to this accident (ER, ambulance, other doctors, ect)? \$ _____

If policy limits are unknown, we can try to obtain any available information using MEA services. The minimum cost for this service is \$150 which will be added to the client's Matthews Richards account to be paid at time of settlement. Additional charges may apply for RUSH searches or if the information below is incomplete. To request MEA services, additional information is required:

Liable Party Insurance Company _____ Agent _____

Insurance Address _____ Phone _____

Claim # _____ Policy # _____

Policy Holder Name _____ DOB _____

SSN if avail _____ Phone _____ Work _____

MEA requires a copy of the police report and copies of any insurance letters available.

YES, please use MEA services for my client. There is no charge if MEA is unable to identify any insurance coverage information.

Guardian Information (If client is minor age 17 or under)

Parent Name _____ Parental relationship _____

SSN _____ DOB _____ Sex ___ Male ___ Female

Marital status ___ Married ___ Single ___ Divorced

Address _____

Primary Phone _____ Alt Phone _____

**AUTHORIZATION FOR RELEASE, USE AND DISCLOSURE
OF PROTECTED HEALTH INFORMATION**



Patient Identification

Printed Name: _____ Date of Birth: _____

Address: _____

Social Security # _____ Telephone _____

Information to Be Released—Covering the Periods of Health Care

From (date) _____ to (date) _____

From (date) _____ to (date) _____

Please check type of information to be released:

- | | | | |
|--|---|---|--------------------------------------|
| <input type="checkbox"/> Pertinent Documentation | <input type="checkbox"/> History and physical | <input type="checkbox"/> Discharge Summary | <input type="checkbox"/> Op Report |
| <input type="checkbox"/> Consultation reports | <input type="checkbox"/> X-ray reports | <input type="checkbox"/> Complete Billing Record | <input type="checkbox"/> Lab Results |
| <input type="checkbox"/> Progress Notes | <input type="checkbox"/> X-ray films/images | <input type="checkbox"/> Itemized bill | <input type="checkbox"/> ER Records |
| <input type="checkbox"/> EKG | <input type="checkbox"/> EEG | <input type="checkbox"/> Psychological Evaluation | |
| <input type="checkbox"/> Other,(specify) _____ | | | |

Purpose of Request

- Treatment or Consultation At the request of the patient Billing or claims payment
- Other,Specify) _____

I, the undersigned authorize and request _____ to release information to Matthews Richards Healthcare Management, 206 West Elm, Ozark, MO 65721—Fax 417-582-0068.

Drug and/or Alcohol Abuse, and/or Psychiatric, and/or Psychological Care, and/or HIV/AIDS Records Release

I understand that my medical or billing record may contain information in reference to drug and/or alcohol abuse, psychiatric care, psychological care, sexually transmitted disease, Hepatitis B or C testing, HIV/AIDS (Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome) testing and/or treatment, and/or other sensitive information, I agree to its release. I understand that if I authorize the release of Drug & Alcohol Abuse treatment records (such as from Center for Addictions) that Federal Law protects those records. The Authorization for Release of Information form does not authorize redisclosure of medical information beyond the limits of this consent. Federal Law (42 CFR Part 2) for Alcohol/Drug abuse, prohibit information disclosed from records protected by this law from being redisclosed, even to the patient, without the specific written consent of the patient or as otherwise permitted by such law and/or regulations. A general authorization for the release of medical or other information is NOT sufficient for these purposes. Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.

Time Limit & Right to Revoke Authorization

Except to the extent that action has already been taken in reliance on this authorization, at any time I can revoke this authorization by submitting a notice in writing to Matthews Richards H. M. at 206 West Elm, Ozark, MO 65721. Unless revoked, this authorization will expire on the following date or event _____, or one year from date of signature, unless otherwise specified.

Re-disclosure

I understand that once information is released to the above named person or persons, my information may be subject to re-disclosure. I understand that once information is released, it may be re-disclosed by the recipient and no longer protected by federal privacy regulations. I understand that I do not have to sign this authorization. I can inspect or copy the protected health information to be used or disclosed. I authorize Matthews Richards H. M. to use and disclose the protected health information specified above.

Signature: _____ Date _____

(Patient, parent if minor child, or legal guardian)

Relationship to Patient _____

WAIVER & ACKNOWLEDGEMENT OF MEDICAL SERVICES ON A LIEN



Today's date: _____ Date of Injury: _____

Attorney Name: _____

Client Name: _____ Key Account #: _____

Subject Procedure(s): _____

By signing this Waiver & Acknowledgement of Medical Services on a Lien ("Acknowledgement"), the attorney ("Attorney") and client ("Client") named above acknowledge that Client has thoroughly disclosed to and discussed with Attorney all possible sources of funding for patient's health care expenses, including but not limited to, liability insurance medical payments, MedPay, health insurance options including but not limited to government plans such as Medicare, Medicaid, TriCare, Champus, and VA Insurance, health maintenance organizations (HMO) or Preferred Provider Organizations, and any payments available in connection with any applicable state "no fault" provisions ("Other Funding Sources").

Client has been advised by Attorney of all alternative sources that could cover Client's medical expenses, including but not limited to all Other Funding Sources.

Upon thorough review and consideration of these Other Funding Sources, Client has decided that obtaining medical services on a lien against all causes of action, suits, claims, counterclaims, and demands and against all judgments, settlements, and settlement agreements rendered or entered into that arise from the illness or the injuries resulting in the medical services is preferable and beneficial to Client.

Client expressly acknowledges and agrees on behalf of Client and Client's heirs that Client is assuming any and all risks associated with obtaining medical services on a lien as discussed above and hereby releases and discharges Key Health and its employees or agents from any and all claims for loss, expense, damage, or liabilities of any kind that Client may incur as a result of this decision. Client understands that the decision to obtain medical services on a lien is purely optional and voluntary on Client's part. Client declares and represents that, by signing this Acknowledgement, it is understood and agreed that Client relies upon Client's own judgment, belief and knowledge and that Client has not been influenced to any extent whatsoever in making this release by any representations or statements made by Key Health, its employees or agents.

By signing this Acknowledgement, Client and Attorney request and order Client's Medical Providers to not bill any of Client's Other Funding Sources and to provide medical services on a lien, as stated herein. Client and Attorney order Other Funding Sources to not make any payments to Client's medical providers; Client and Attorney shall forward this waiver to any Other Funding Sources as they deem necessary. Client and Attorney understand that Other Funding Sources will not be billed by Provider or MRHM.

Client further acknowledges that no Other Funding Sources will be billed for these services, and that Client will be solely responsible to the extent permitted by law for all charges and fees for the procedure if they are not covered, in part or in full, by any judgments, settlements, and settlement agreements rendered or entered into that arise from the illness or the injuries resulting in medical services from the Client's personal injury claim(s).

Key Health assumes no duty to advise or investigate sources of funding even should it obtain such information. Key Health shall not be required to accept payment from any Other Funding Sources even in the event that Other Funding Sources has contracted with the Client or the Medical Provider for the payment of Client's medical bills.

Client shall have the right to revoke this waiver by providing written notice to Key Health at the fax number below any time prior to receiving medical services secured by a lien.



Client Signature

Date



Representing Attorney Signature

Date

Matthews Richards

Date

Provider Signature

Date

AccidentMeds Pharmacy Card Request (Optional)

Please issue this client an AccidentMeds Pharmacy Card. Program Information: www.AccidentMeds.com.

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ACCIDENTMEDS PHARMACY PROGRAM LIEN FOR MEDICAL SERVICES & ACKNOWLEDGEMENT OF THE RIGHT TO ASSIGN

I. Preamble. This is an agreement between Patient, Attorney and Patient's medical provider ("Provider"). This agreement concerns the grant of a lien to Provider and an acknowledgment that Provider may assign the lien ("this Agreement"). Provider intends to assign this lien to Matthews Richards Healthcare Management. ("MRHM" or "assignee").

II. Grant of Lien for Medical Services. Patient and Attorney understand that the medical services, supplies and/or treatment Patient is receiving from Provider as part of the ongoing personal injury claim may be billed as a lien as may be authorized by applicable state law and practice. Patient hereby assigns to Provider and its assigns, and grants it and its assigns a lien on the proceeds that may be recovered on Patient's behalf as a result of any judgment, settlement, arbitration, mediation, litigation, award, verdict, or any other collection activities on Patient's personal injury claim, in which Patient is represented by Attorney, in an amount equal to all such sums as may be due Provider for any and all medical treatment or services rendered to Patient. Patient and Attorney acknowledge that Provider may assign and intends to assign the lien and its right to payment to MRHM, and that Provider's assignee, MRHM, may have the exclusive right to collect all amounts due for services by Provider. Attorney agrees to pay MRHM out of any judgment, settlement, arbitration, mediation, litigation, award, verdict, or any other collection activities on Patient's personal injury claim, in which Patient is represented by Attorney, in an amount equal to all such sums as may be due Provider for any and all medical treatment or services rendered to Patient. Patient directs Attorney to pay MRHM out of any judgment, settlement, arbitration, mediation, litigation, award, verdict, or any other collection activities on Patient's personal injury claim, in which Patient is represented by Attorney, in an amount equal to all such sums as may be due Provider for any and all medical treatment or services rendered to Patient.

Patient and Attorney agree that this lien may cover all services Patient receives from Provider. Patient and Attorney hereby waive any right to object to any fees charged by Provider or its assigns that are the subject of this lien based upon a claim that they are unreasonable or excessive. Patient and Attorney hereby waive any right to challenge or object to the amount of any such fees or charges on that basis.

III. Payment Agreement. Patient authorizes and directs Attorney to pay assignee directly for any billings and fees arising out of the medical services, treatment and care arising out of this incident and by reason of any other bills which Patient may owe Provider or its assignee. Patient and Attorney will notify assignee of any payment received by Patient for medical services from an insurance company or other source, and Patient will instruct his/her attorney to likewise notify assignee. All payments up to the amount secured by the lien shall be forwarded to assignee. MRHM's ability to collect any amounts shall be limited to applicable law and practice. Patient acknowledges that the legal settlement may pay all, part, or none of this amount and that Patient is responsible for complete payment. Patient understands that Patient is financially responsible for any amount unpaid by this assignment, as may be authorized by applicable state law and practice.

Attorney hereby agrees to observe all terms stated herein and agrees to withhold such sum payable to Provider or its assignee, from any settlement, judgment or verdict as may be necessary to adequately protect Provider or its assignee. Attorney shall hold in Attorney's Client Trust Account such sums from any payment, settlements, dispositions, proceeds and/or verdicts received on Patient's behalf as may be required to adequately protect and pay Provider or its assignee for services by Provider. Attorney is further directed to pay from Attorney's Client Trust Account to assignee that amount which is due and owing for those medical services by Provider. Attorney further agrees that in the event Patient secures other counsel in connection with any action instituted by Patient on account of the injuries for which Patient was treated, Attorney shall inform such new counsel of this Agreement, and secure new counsel's consent thereto.

IV. Representations And Warranties. Patient acknowledges and understands that Patient has multiple options to fund Patient's medical treatment, including the use of health insurance, government programs and health maintenance organizations. Patient acknowledges that there may be medical providers who would provide the same medical services for a lower cost or for only the costs that the patient would be responsible for under any insurance policy. Patient either (a) does not have insurance (b) Patient's insurance does not cover the medical services covered by this lien, or (c) Patient has decided voluntarily that obtaining the procedure(s) subject of this lien on a lien basis is preferable to Patient, and in Patient's best interest. Patient agrees that Patient shall not request that the Provider or its assignee bill Patient's health insurer or any alternate funding source at any date after executing this Lien.

Patient voluntarily chooses to obtain treatment on a lien basis, and, therefore, will not utilize other forms of funding. Patient shall not submit the medical charges subject to the lien to Patient's health insurance company (if any) for reimbursement or to apply towards Patient's deductible. Provider or its assignee will, therefore, bill Patient for services on a lien basis. Patient acknowledges that it has incurred the amount billed on a lien basis in exchange for Provider's services. Patient and Attorney acknowledge that Provider or its assignee will not be required to and will not bill Patient's health insurance, Workers' Compensation, government or other medical insurance coverage, if any.

Patient acknowledges that Provider may assign this lien without Patient's or Attorney's consent. Patient and Attorney understand that Provider's assignee (if any) has purchased an account receivable and lien from Provider, is not a health insurance company, and that no amounts have been paid by an assignee to Provider on Patient's behalf. This Agreement, including the Arbitration Agreement, shall be binding upon and inure to the benefit of the parties and their respective successors, heirs (in the case of the Patient) and assigns. Patient instructs Patient's attorney to afford the same respects, rights and privileges to assignee as the attorney would afford to Provider under the terms of this Agreement and to forward any all payments to assignee. Patient understands that Patient may terminate this Agreement and lien any time prior to obtaining any medical services from Provider by providing written notice to Provider or assignee. Assignee's contact information is located at the bottom of page 2. Patient understands and agrees that this Agreement may not be terminated or rescinded by Provider or assignee except by express written notice by Provider or its assignee.

The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as, or be interpreted to be, a waiver of any later breach of the same or any other provision of this Agreement. If any portion of this Agreement is held to be unenforceable for any reason, the unenforceability of such provision shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. No verbal agreement concerning the subject matter of this Agreement shall be effective unless reduced to writing and signed by each of the parties. Patient understands that Patient is represented by Attorney and has sought Attorney's counsel on any decision regarding the funding of Patient's medical care or for any questions Patient may have relating thereto. This Agreement may be signed in parts and have the same force and effect as though executed in one document. A photocopy and/or fax copy of the executed Agreement shall have the same force and effect as the original.

V. Certification, Authorization and Release in Accordance with HIPAA. Patient and Attorney certify that the information provided herein is correct and complete. Patient understands that, in accordance with the Health Insurance Portability and Privacy Act of 1996 ("HIPAA"), Patient's medical information relating to this personal injury case may be shared to manage and expedite Patient's medical treatment. Patient authorizes Patient's Provider, its assignee, or Attorney to secure, release, and disclose such medical treatment information with companies and individuals as deemed necessary, and further agrees that examinations, diagnoses, medical treatments, films and reports can be shared with necessary parties involved in Patient's case. Patient also permits Provider or its assignee to use such medical information for marketing purposes. Attorney acknowledges that Attorney has obtained a Release of Medical Information from Patient for purposes of communications regarding Patient's medical information and that Provider or its assignee is covered by said Release.

VI. Patient and Attorney Information.

Attorney Name: Telephone: Fax:

Attorney Address:

Patient Name: Key Account Number:

Date of Injury: Physician/Facility: **ReCept Pharmacy**

(This Lien and Acknowledgement cover the foregoing case and any other legal or administrative action relating to the subject injury or claim.)

VII. Arbitration Agreement. READ THIS PROVISION CAREFULLY AS IT AFFECTS YOUR RIGHT TO A JURY TRIAL. Patient, Attorney, Provider and assignee mutually and voluntarily agree to the following.

(1) Any and all disputes, claims or controversies arising out of or in connection with this Agreement or in any way connected to Patient's medical services, no matter how described, pleaded or styled, including claims arising in tort and/or contract, shall be decided exclusively and finally by binding arbitration. All parties hereby **WAIVE THEIR RIGHT TO A JURY TRIAL** by agreeing to binding arbitration. The arbitration hearing shall be conducted at a location within twenty (20) miles of Patient's address as specified in this Agreement. The arbitration shall be conducted before the American Arbitration Association (the "AAA"), pursuant to the AAA Commercial Arbitration Rules, which are attached hereto or have been provided.

(2) The arbitration shall be conducted by one neutral arbitrator appointed by the AAA. The arbitrator shall have actual experience in and knowledge of the subject matter of this Agreement to the greatest extent practicable, unless both parties agree otherwise. The arbitrator shall have the authority to award any monetary and nonmonetary relief available to either party in an action otherwise prosecuted in court, including injunctive and other provisional relief. However, the arbitrator will have no power to award punitive damages against the Patient, Attorney, Provider or its assignee. Judgment on the arbitration award may be entered by any court of competent jurisdiction. The cost of initiating the arbitration and the arbitrator's compensation (but excluding fees and costs of Patient's counsel, if any) shall be paid by Provider or its assignee.

(3) This arbitration shall be solely between the parties to this Agreement, and no class arbitration or other representative action may be undertaken by the arbitrator, and the arbitrator shall have no power to consolidate or join claims of other parties or persons who may be similarly situated.

(4) The Federal Arbitration Act ("FAA") and related federal law shall govern the interpretation and enforcement of this Paragraph to the fullest extent possible, to the exclusion of all otherwise potentially applicable state law, regardless of the location of the arbitration proceedings or the nature of the disputes or controversies between the parties to this Agreement. The arbitrator shall apply California law consistent with the FAA and related federal law, including applicable statutes of limitations and shall honor claims of privilege recognized at law.

(5) With the exception of subpart (3) above, if any part of this arbitration agreement is deemed to be invalid, unenforceable or illegal, then the balance of this arbitration agreement shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein.

(6) Patient may elect to opt out of this arbitration provision by sending written notice to assignee before 5:00 p.m. Eastern Time on the tenth (10th) calendar day after this Agreement is executed, or such notice shall be of no force and effect. Assignee's contact information appears below. The foregoing time limit shall be strictly construed. Opting out of this arbitration provision shall not terminate the Agreement or otherwise affect in any way any of the other rights and obligations of the parties hereto under the terms of the Agreement. **Patient and Attorney agree that they have read and understand the Arbitration Agreement. Patient and Attorney represent that the preceding statement is true and correct to the best of their knowledge.**

VIII. Attorney's Fees and Expenses. In the event of any litigation, arbitration or any other action to collect on, enforce or determine the validity of this Agreement or in any way connected to Patient's medical services, the prevailing party in any such action or proceeding shall be entitled to recover reasonable attorney's fees and actual costs, including fees and costs related to any suit, mediation or arbitration proceeding, appeal, bankruptcy proceeding or other proceeding, in such amount as may be determined by any arbitrator or court, whichever is applicable.

By signing this document, Patient and Attorney fully understand all provisions set forth in this Agreement.

Attorney Signature:Date:

Patient/client Signature:

Date

Matthews Richards Healthcare Management

(855) 315-7250 Phone

(855) 315-7255 Fax

Fax or mail the completed packet to:

Matthews Richards Healthcare Management

30699 Russell Ranch Road Suite 175

Westlake Village, CA 91362

(855)315-7250 phone

(855)315-7255 fax