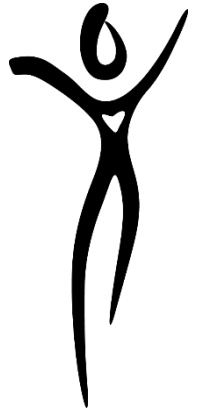


Touch of Life Chiropractic



Dr. Timothy Stranahan, D.C.
Dr. Todd Stranahan, D.C.
4214 Medical Parkway, Suite 201
Austin, Texas 78756
P 512.458.9200
www.touchoflifeaustin.com

Date: _____

Attorney: _____

Client: _____

Phone: _____

DOB: _____

Fax: _____

Claim #: _____

To whom it may concern:

It is our understanding that you represent the patient referenced above in a claim, civil action, adjudication, or other proceeding arising from a personal injury, not including any work related injury. Your client has sought and received treatment from Touch of Life Chiropractic for injuries related to this accident. We understand that your client does not have insurance coverage for the cost of these services and that you and your client have requested that these services be provided on a “protection” or “lien” basis.

To accommodate this request, please send your Letter of Protection (LOP) or complete and sign the enclosed Protection Agreement via fax to 512.458.9300, or email to touchoflifeaustin@gmail.com. If we do not receive a Letter of Protection or the Protection Agreement dated prior to the patient’s visit with our office, the letter will be considered retroactive to include all services provided by our office. In return, your signed LOP will entitle you to a courtesy copy of the patient’s itemized billing statement and final medical records.

If you have any questions regarding this request, you may contact Molly Blevins-Schapiro at 512.458.9200.

All attorney requests for billing statements and medical records should be faxed to 512.458.9200 or emailed to touchoflifeaustin@gmail.com. Please allow up to 10 business days for processing. Your patience is appreciated.

Yours in health,

Molly Blevins-Schapiro
Office Manager

Protection Agreement

This Protection Agreement is entered into by and among the following parties:

<u>Patient:</u> _____	<u>Attorney:</u> _____	<u>Facility:</u> Touch of Life PC
<u>DOB:</u> _____	<u>Law Firm:</u> _____	<u>TaxID:</u> 26-1315985
<u>Address:</u> _____	<u>Address:</u> _____	<u>Address:</u> 1300 W Koenig Ln 180 Austin, Texas 78756
<u>Phone:</u> _____	<u>Phone:</u> _____	<u>Phone:</u> 512-458-9200

Whereas, in connection with a personal injury, Attorney currently represents Patient in a claim, civil action, adjudication, or other proceeding (not including work related injuries) as identified as follows (“Action”):

ACTION:

Name of Action: _____

Action Number: _____

Court where filed: _____

Whereas, the action is against a third party or parties identified as follows:

<u>PERSON/ENTITY ACTION IS AGAINST:</u>	<u>PERSON’S/ENTITY’S LIABILITY INSURANCE:</u>
<u>Name:</u> _____	<u>Company:</u> _____
<u>Address:</u> _____	<u>Address:</u> _____

Claim #: _____

<u>Additional Person/Entity (if any):</u>	<u>Additional Person/Entity Liability Insurance:</u>
<u>Name:</u> _____	<u>Company:</u> _____
<u>Address:</u> _____	<u>Address:</u> _____

Claim #: _____

Whereas, (i.) the Patient has accepted our recommendation for treatment and has agreed to abide by the recommended Care Plan to the best of his/her ability;

(ii.) the Facility will only provide services that are deemed Medically Necessary for purposes of injury recovery in accordance with the Care Plan beginning on _____, 20____ (initial Date of Service);

(iii.) the Facility agrees to forebear collection of all costs, expenses, or Service Fees incurred or earned by the Facility during the course of providing the recommended Care Plan;

(iv.) during such forbearance, the Facility will provide one courtesy copy of itemized billing statements and final medical records to Attorney for use in pursuing the Action (subsequent copies will be subject to fees); and

Whereas, the parties wish to enter into an agreement setting forth the terms and conditions under which the Facility will forebear collecting Service Fees.

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

1. Terms: Facility's interest in Service Fees, and payment thereof, the parties agree as follows:
 - a. If Patient or Attorney receives satisfaction, settlement, and/or judgement funds in connection with the Action, Patient hereby agrees to pay, or direct Attorney to pay out of the Recovery due patient/client (i.e. gross Recovery less Attorney's fees and expenses), the Service Fees to Facility within 30 calendar days after Patient's or Attorney's receipt of such funds. Patient shall be responsible for payment of the Service Fees whether Recovery is made or not;
 - b. Patient shall pay the Service Fees within 30 calendar days dismissal of the Action, termination of Attorney's representation of Patient, or Patient's abandonment of Action;
 - c. The reasonable time period specified in Section 1.a., above, shall be known as the Forebearance Period; during the Forebearance Period, any applicable statute of limitations relating to Facility's right to pursue payment of the Service Fees shall be tolled. After the Forebearance Period has expired, Facility shall not be barred from pursuing payment in full of the Service Fees by reason of the running of any statute of limitations.
2. Attorney's Fees and Court Costs: If it becomes necessary for Facility to collect the Service Fees through legal remedies, Patient shall pay all costs of such collection, including reasonable attorney fees and court costs.
3. Entire Agreement: This Protection Agreement constitutes the entire agreement among Patient, Attorney and Facility concerning the subject matter hereof. The Protection Agreement shall be amended only by mutual written agreement, signed by Patient, Attorney and Facility. No verbal agreement concerning the subject matter hereof shall be effective unless reduced into writing and signed by each party.
4. Governing Law: The Protection Agreement shall be interpreted according to the laws of the State of Texas, and venue in any action arising under this Protection Agreement, or in which this agreement will be construed or enforced, shall be in the State of Texas.
5. Binding Effect: This Protection Agreement shall be binding upon, and accrue to the benefit of the parties and their respective legal representatives, trustees, receivers, successor, assignees.
6. Waiver of Breach: The waiver by any party of a breach or violation of any provision of this Protection 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 Protection Agreement.
7. Severability: If any provision of this Protection Agreement is held to be unenforceable for any reason, the unenforceability of such provision, shall not affect the remainder of this Protection Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
8. Execution Procedure: This Protection Agreement may be executed in counterpart originals, with each counterpart to be deemed an original, but all counterparts together shall constitute a single agreement.

IN WITNESS WHEREOF, the undersigned have set their hands this _____ day of _____, 20____.

Patient (print): _____	Attorney (print): _____
Signature: _____	Signature: _____
Witness: _____	Witness: _____

Facility (print): _____
Signature: _____
Witness: _____