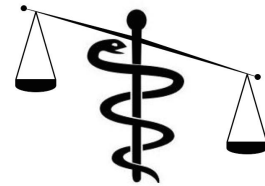


PHI Medical Records
1305 W 11th St #3140
Houston, TX 77008
Phone 979.282.5449 Fax 979.234.0501
aj@phi-mr.com



Dear _____:

This letter will memorialize the agreement between _____ (“You”) and PHI Medical Records, LLC (“PHI”) under which PHI will provide medical and billing record retrieval services to You. This letter constitutes a valid and enforceable agreement between You and PHI. Your clients (the “Patients”) are not third-party beneficiaries of this agreement.

Under this agreement, PHI will accept orders from You, provide You with any additional paperwork to be signed by the Patient (as needed), submit medical and billing record (Record) requests to health care providers (Providers), advance any necessary fees charged by Providers, receive and review Records received, and organize and deliver said Records to You. It is also PHI’s obligation under this agreement to keep You informed of the status of pending orders on request and to reasonably communicate with Providers who delay in responding to Records requests. While PHI will review any affidavits as described in Exhibit A, PHI cannot and does not make any representations or guarantees with regard to the success or voracity of such affidavits in litigation.

PHI’s fees, outlined at Exhibit A, include all administrative costs of PHI, including postage for regular USPS mail, copying, scanning, travel, email, fax, and all other in-house administrative costs. PHI’s fee schedule does not include third-party costs (other than USPS standard mail costs), such as fees charged by Providers or additional costs for premium mail delivery services. These additional costs will be advanced by PHI and invoiced to You. Any such charge over \$100 will be approved by You before being advanced by PHI.

Invoices will be sent when records are received from Providers and reviewed. You will be invoiced per Patient per Provider, and payment will be due 30 days from the invoice date. Beginning 31 days after the invoice date, past-due invoices generate simple interest at the lower of 10% or the maximum rate allowed by Texas law. You agree that PHI will look to You, not the Patient, for full payment of all invoices. You may not delay or withhold payment for any reason, including the status or merits of the Patient’s case. If any invoice to You becomes more than 14 days past-due, PHI reserves the right to stop work on or cancel any pending orders, without regard to how such a stoppage may impact Your representation of the Patient(s). In addition to agreeing to pay invoices no later than when they come due, You also agree to provide any reasonable support necessary to assist PHI in fulfilling your orders; for example, if a provider requires a special form be signed by the Patient, You agree to facilitate PHI’s acquisition of the Patient’s signature.

PHI is not a process server. You and PHI agree as to the import of the Seventh Amendment, and any dispute arising under this agreement may be submitted to a jury. This agreement shall be construed under the laws of the state of Texas, and the state courts located in Harris County, Texas shall have exclusive jurisdiction over any dispute arising hereunder. You and PHI agree not to dispute such court’s exercise of personal jurisdiction. The prevailing party in any such dispute shall be entitled to their reasonable and necessary attorney’s fees.

You agree that You will advise the Patients that PHI may alter documents after they have been signed by the Patient to facilitate the rendition of PHI's services. For example, PHI may make copies of a form signed by the Patient and make modifications to send the same form to different providers. You agree to obtain the Patient's consent to these types of modifications, and **You agree to provide a defense for - and to indemnify - PHI, its employees, contractors, agents, members, officers, and directors, for all claims (including negligence) brought against it by the Patient(s) arising from or relating to any services provided by PHI to You. This defense and indemnification includes, but is not limited to, claims relating to the alterations described in this paragraph.**

In September 2019, the Texas legislature made certain changes to the deadlines imposed by Tex. Civ. Prac. & Rem. Code § 18.001. PHI will work diligently to submit orders to Providers and to revert to You with Records once received, but it cannot guarantee any particular turnaround time. Orders received by PHI after noon on Wednesdays will not be processed and sent to the Provider until Monday or Tuesday of the following week. **You agree that the defense and indemnity described in the above paragraph extends to any claims by the Patient(s) based on or relating to missed deadlines or to the exclusion or striking of affidavits. You also agree to provide a defense for - and to indemnify - PHI, its employees, contractors, agents, members, officers, and directors, for all claims (including negligence) brought against it by You based on missed deadlines or the exclusion or striking of affidavits.**

You and PHI acknowledge that PHI's services involve the acquisition, storage, and transmission of Patient Protected Health Information. You and PHI agree to comply with all applicable laws and to follow best practices in handling sensitive medical information. By asking PHI to procure Records, You also represent and warrant that You have authority to ask PHI to order those Records on the Patient's behalf.

From time to time, You may wish to engage PHI on an hourly basis as described in Exhibit A. Any such engagement shall also be governed by the terms of this letter.

It is my great pleasure to have You as a client and to assist You in Your work for Your clients. If you have any questions, please do not hesitate to call me. Thank you for choosing my company to assist You in Your legal support needs.

If this letter properly memorializes our agreement, please sign below and return at your earliest convenience.

Very truly yours,

[signature page to follow]

Date:

AJ Beesinger
PHI Medical Records, LLC

Agreed:

Date:

Name:

Law Firm: _____

Enclosure