



Medical Record Retrieval and Services Agreement

“Law firm”, as signator indicated below, now and will from time to time in the future will need medical records, medical billings, and medical images retrieved for its clients, as well as summaries of such records and secure storage of same. Law firm desires to hire RecordPartner, Inc. to retrieve such medical records/billings/images, and to provide other such related services as may be requested. Therefore, the parties hereby agree as follows:

Length of Agreement

This agreement is for no set term. Neither party is under any obligation for any term under this agreement. If, and when, Law Firm requests that records be retrieved by RecordPartner, or requests other medical record related services, then these terms apply to all such retrievals and services.

Data Security of RecordPartner

RecordPartner recognizes the sensitive and confidential nature of the Protected Healthcare Information (PHI) that it is receiving on behalf of Law Firm. RecordPartner shall adhere to the following minimum security standards to protect any and all PHI of the Law Firm clients:

- **Data at rest**-- all data stored at rest is stored with industry standard AES-256 (Advanced Encryption Standard). Storage of all data shall be on a SOC-2 and HIPAA compliant platform.
- **Data in transient**—all data in transient is encrypted over transient using TLS 1.2/1.3 encryption as well as forwarding secrecy (PFS).
- **BAA (Business Associate Agreement)**- before procuring any medical records for Law Firm, RecordPartner shall obtain a BAA from such Law Firm under HIPAA.
- Additional security information is available upon request.
- In the extraordinarily unlikely event of any possible breach of any PHI by RecordPartner, RecordPartner shall fully indemnify Law Firm of such.

Billing and Invoices

Deferred Payment of Invoices:

Cases filed in civil courts of law, state or federal: All costs, charges, fees and invoices sent by RecordPartner to Law Firm for any medical record retrieval, as well as additional requested services which may be provided by RecordPartner such as summaries of such records, storage of records on its online platform and any other costs incurred by Law Firm to RecordPartner, shall be due in full at the time of settlement or monies received on such filed cases, or when such cases are otherwise concluded. If the civil case filed in court does not receive any recovery, then only the actual out of pocket procurement costs shall be due back to RecordPartner.

Cases/claims filed in administrative courts such as social security disability claims and workers compensation claims: All costs, charges, fees and invoices sent by RecordPartner to Law Firm for any medical record retrieval, as well as additional requested services which may be provided by RecordPartner such as summaries of such records, storage of records on its online platform and any other costs incurred by Law Firm to RecordPartner, shall be due in full at the time of settlement or monies received on such filed claims, or when such claims are otherwise concluded. If the claim does not receive any recovery, then a reduced rate retrieval fee shall be paid by firm as well as any actual out of pocket procurement costs incurred by RecordPartner.

Monthly Recurring Payment:

Law Firm shall make a monthly payment based on the following chart to maintain the Deferred Payment system described above. To the extent the law firm fails or cannot make the monthly payments towards the cumulative outstanding invoices for more than 60 days, then all invoices shall become due. A credit card shall be provided to make the minimum monthly payment below. This payment shall be prorated, considered a payment on an open account, and applied evenly towards all outstanding invoices at the time of payment such that all invoices are reduced each month.

Total Balance Due for All Invoices Combined	Minimum Monthly Payment Applied Towards All Invoices
\$0 to \$25,000	\$1,000
\$25,000 to \$50,000	\$2,500
\$50,000 to \$75,000	\$4,000
\$75,000 to \$100,000	\$5,000
\$100,000+	\$7,500

Filing of Suit Required

The Deferred Payment nature of this Agreement is contingent upon the Law Firm filing a suit in a competent court of law in the United States [or before a proper Administrative Court in the event of SSDI and/or workers compensation claims] on behalf of such clients for whom the medical records were requested. Evidence of the filing of such suit shall be made available to RecordPartner when requested. To the extent a suit/claim is not filed, then all such invoices are due in full at time of invoicing.

Time of Payment

All costs, charges, fees and invoices sent by RecordPartner to Law Firm shall be immediately payable at the time any recovery is realized on the relevant client's case and/or claim.

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Pricing

Current pricing for single event suits and claims, excluding mass torts, record retrieval and other services is as follows:

- **Record Retrieval Fee-** \$79 per each retrieval request
- **Medical Record Overview - All Records retrieved** are delivered with a **“Medical Record Overview” without additional cost.** (All treatments presented on a sortable spreadsheet organized by Healthcare Facility, Date of Service, Type of Treatment, Body Part Treated, & Relevant Pages). See website for a sample of this document.
- **Procurement Costs - All Costs for Record Procurement are advanced.** This is the hard money paid by RecordPartner to providers to obtain records. A minimum \$10.00 procurement fee will be assessed on all records retrieved. **1.65x Procurement Cost per each 24-month period from billing to payment**

COMPLETE PRICING —NO HIDDEN OR OTHER FEES

Retrieval and Procurement Cost Example—

Law Firm requests RecordPartner to obtain a medical records from one provider for a client. In doing so, RecordPartner contacts the provider, requests the records and issues a check for \$20 to procure records for Law Firm. Law Firm shall pay back RecordPartner:

- **A \$79 retrieval service fee; and**
- **A \$33 Procurement cost (\$20 x 1.65) for such records at the time of recovery, provided recovery is within the first 24 months of RecordPartner’s procurement payment. To the extent such repayment is made after 24 months, then an additional 1.65x Procurement cost is added.**

- **Optional Detailed Summaries** – A spreadsheet with executive level details of all case relevant treatments. Spreadsheet will also include dates of treatment, pages where information can be found, and hyperlinks to the records.

Records procured by RecordPartner for Law Firm - \$0.60 per page
Records provided to RecordPartner from Law Firm - \$0.95 per page

- **Optional Overviews for Non-Procured Records-** Dependent upon available company time and resources, RecordPartner may offer **Medical Record Overviews** (see above) to be done on records provided by Law Firm. In such an event, the charge shall be \$0.75 a page. Such Overview will come with access to the Portal and all Dashboard views.

24-month *Procurement* fees are not pro-rated or reduced for payments made earlier than 24 months from invoicing. Such items are billed/incurred in full at invoicing. *Procurement costs* which are extended to 48 months are due in full at 48 months unless a further extension is agreed to by RecordPartner.

This pricing for services may from time to time be changed by RecordPartner. To the extent any changes are made in pricing, Law Firm will be notified of such before incurring any further charges.

Terms and Conditions

The Law Firm hereby agrees to all Terms and Services as if copied herein and found at <https://recordpartner.com/terms/> . To the extent any changes are made to our Terms and Conditions, The Law Firm will be notified of those charges.

Privacy Policy

The Law Firm hereby agrees to all Privacy Policies as if copied herein and found at <https://recordpartner.com/privacy-policy/> . To the extent any changes are made to our Privacy Policy, The Law Firm will be notified of those charges.

Absence of any Interest Charges

Both parties acknowledge and agree that all charges and fees incurred pursuant to this Agreement are not ‘interest’, nor is any ‘credit’ being extended to Law Firm. Both parties agree that all cases of Law Firm involve an inherent risk of lack of recovery. RecordPartner is being paid commiserate with the deferred payment nature of its invoices, and the value of its services.

Agreed to and acknowledged by _____ this date _____

By:

Title/Position:

Signed: _____

Counter-agreed to and acknowledged by RecordPartner this date _____

By: Benjamin Bergeron

Title/Position: Chief Operating Officer

Signed: _____