THE PLAINTIFF'S MSA AND LIEN SOLUTION LLC
PROTECTING PLAINTIFFS FROM MEDICARE ISSUES

AND

PRECISION RESOLUTION

To: Plaintiff's Trial Attorneys

RE: Medicaid, ERISA, Medicare Advantage, TRICARE & VA Lien Resolution Lien Resolution Letter of Engagement

Dear Mr./Ms. Attorney:

So that we can best serve you, your firm and your client, we kindly ask that you give our office a call (**888-672-7583**) prior to the submission of the below intake forms so that we may address any general case questions you may have. This free, brief, upfront call will also afford us the opportunity to prepare a plan of action that is specific to your case so that once we receive the intake forms and relevant documents, we can get to work immediately. ***This short call and discussion is the best way we know of to prove our immediate value to you, without you risking a penny of your (or your client's) money.***

After our initial conversation**,** please complete the following steps and return the enclosed/attached documents to our office via email at liens@plaintiffsmsa.com or fax them to 503-406-2122.

Step 1: **New Case Intake Form (page 2)** - Please complete as precisely as possible. It helps us do our best work for your client, and eliminates a call to you or your staff;

Step 2: **HIPAA Authorization Form (page 3)** - Authorization to allow Medicaid plan/collection agent's release of information to Precision Resolution, to be signed by your client;

Step 3: **Precision Resolution Medicaid Lien Resolution Retainer Agreement (pages 4-5)** - To be reviewed and signed by you. Once the executed form is received, our attorney representative will execute same and call you to initiate contact. Be prepared, our team are serious lien litigators and this will be a serious conversation;

Step 4: **Review our Fee Schedule and Billing Policies (page 6)** - Sending us a New Case Intake Form signifies your acceptance of such fees; and

Step 5: **Retainer Fee** - Payment of the **retainer fee in the amount of $1,000** is due, in entirety, prior to the commencement of any service rendered. Prepare the retainer check made payable to **Precision Resolution, LLC and mail to The Plaintiff's MSA & Lien Solution address shown below.**

ADDITIONALLY, IF YOU HAVE RECEIVED ANY CORRESPONDENCE FROM THE STATE MEDICAID AGENCY, HMS, INC., OR OTHER LIENHOLDER RELATED TO THE SUBMITTED MATTER(S), PLEASE FORWARD ALL CORRESPONDENCES RECEIVED TO OUR ATTENTION WITH THE ABOVE-REFERENCED DOCUMENTS.

Upon our receipt of the above-required documents and retainer check, an email will be sent to your attention confirming receipt of the documents and check. Any invoices for the reduction of a lien amount negotiated will be forwarded to your attention at the time of resolution.

Thank you for your confidence in Plaintiff's MSA and Lien Solution and Precision Resolution. We look forward to providing you with a **PRECISION RESOLUTION**.

Best regards,

Jack L. Meligan, RSP, BCFE, MSCC, CMSP
The Plaintiff's MSA and Lien Solution, LLC
1800 Blankenship Rd., Ste. 160 West Linn, OR 97068
(T) 888-672-7583
(F) 503-406-2122

YOUR MEDICARE PROBLEM SOLVERS

PRECISION RESOLUTION

THE PLAINTIFF'S MSA AND LIEN SOLUTION LLC
PROTECTING PLAINTIFFS FROM MEDICARE ISSUES

New Case Intake Form

Click arrow to choose Settlement Planner

Date of Request _____/_____/_____

So that Precision may begin processing your file immediately, please submit this completed form, along with any/all additional authorization forms to ***liens@plaintiffsmsa.com***

Attorney Information

Name _____

Phone _____ Fax _____

Firm _____

Address _____

City _____State _____ Zip _____

Attorney Email _____

Paralegal/Associate Contact _____

Paralegal/Associate Email _____

Claimant Information

Name _____

Gender ☐ Female ☐ Male

SSN _____ DOB _____/_____/_____

Address _____

City _____State _____ Zip _____

Phone _____

Has claimant lived in another state since date of injury? Yes* ☐ No ☐

*If yes, what state(s)? _____

Settlement Information

Has this case settled? ☐ Yes ☐ No Settlement Amount $_____

Settlement/Anticipated Settlement Date _____/_____/_____

Comments

Nature of Injury

DOI_____/_____/_____ DOD (if applicable) _____/_____/_____

Specific Nature of Accepted Injuries

Still Treating ☐ Yes ☐ No Last Treatment Date _____/_____/_____

Known Pre-Existing Conditions

Nature of Claim (check all that apply)

☐ Motor Vehicle Accident

NO-FAULT

No Fault Policy? ☐ Yes ☐ No

No Fault Carrier Full & Proper Name

APIP

Might APIP be Obligated to Pay Medicals? ☐ Yes ☐ No

APIP Carrier Full & Proper Name

Policy Limit $_____

☐ Medical Malpractice ☐ Exposure _____

☐ Nursing Home Negligence ☐ Product Liability _____

☐ Slip & Fall ☐ Other_____

LIABILITY

Liability Carrier Full & Proper Name

Policy Limit $_____

WORKERS' COMP

WC Carrier Full & Proper Name

Policy Limit $_____

OTHER BENEFITS RECEIVED

☐ Social Security Disability Insurance Start _____/_____/____ End _____/_____/____

☐ Supplemental Security Income Start _____/_____/____ End _____/_____/____

☐ Other _____ Start _____/_____/____ End _____/_____/____

Services Requested Check all that Apply		Claimant Receiving (Past or Present)	Case Reported to Agency	Relevant Claim Information
				Please submit a copy of any/all correspondences with agency and claimant's insurance cards along with this and all other authorization forms to liens@plaintiffsmsa.com or fax to 503-406-2122.
☐	Medicare Conditional Payment (Parts A/B)	☐	☐	HIC # _____ Entitlement Date _____/_____/_____
☐	Medicare Advantage (Parts C/D)	☐	☐	Insurance Company Name _____ Group/ID # _____
☐	Medicaid	☐	☐	Medicaid # _____ State(s) _____
☐	Self-Funded ERISA or Other Private Healthcare	☐	Plan Docs Requested? ○ *Yes ○ No	Insurance Company Name _____ Group/ID # _____ If Employer-based Health Plan, specify employer name _____ *Please provide Plan Document or Summary Plan Description if available.
☐	TRICARE	☐	☐	Treatment Facilities _____ Sponsor SSN_____
☐	Veteran's Administration	☐	☐	Treatment Facilities _____ Sponsor SSN_____

Additional Comments

Authorization for Use and Disclosure of Protected Health Information
Pursuant to the *Health Insurance Portability and Accountability Act* of 1996 (HIPAA) (45 C.F.R. §164.508)

In Reference To:

Patient Name	Date of Birth	Social Security Number

I, or my authorized representative, request that health information regarding my care and treatment be released as set forth on this form:

I have the right to revoke this authorization at any time by writing to the health care provider listed below. I understand that I may revoke this authorization except to the extent that action has already been taken based on this authorization. I understand that signing this authorization is voluntary. My treatment, payment, enrollment in a health plan, or eligibility for benefits will not be conditioned upon my authorization of this disclosure. Information disclosed under this authorization might be redisclosed by the recipient, and this redisclosure may no longer be protected by federal or state law.

PURPOSE OF AUTHORIZATION:

To provide a full disclosure of any information to Precision Resolution, LLC and Plainiff's MSA and Lien Solution, their agents, employees, affiliates, subsidiaries, or representatives is to enable an assessment and evaluation to prepare a Future Medical Cost Projection, and/or Medicare Set-Aside Arrangement or commence a lien resolution action. Note that the claimant may revoke this Authorization at any time by written notice to Precision Resolution, LLC and Plaintiff's MSA and Lien Solution, their agents, employees, affiliates, subsidiaries, or representatives, but that any revocation shall have no effect on actions which have been taken prior to receiving. Any personal health information that the Claimant authorized to disclose may be subject to redisclosure and no longer protected by law.

ENTITIES AUTHORIZED TO RELEASE THE INFORMATION:
Healthcare Provider, Insurer, Collection Agent:_____

ENTITIES AUTHORIZED TO RECEIVE, USE, AND DISCLOSE THE INFORMATION: Precision Resolution, LLC and Plaintiff's MSA and Lien Solution, their agents, employees, affiliates, subsidiaries, or representatives.

Mailing Address:
Precision Resolution, LLC
4134 Seneca Street
Buffalo, NY 14224

Date or Event on which this authorization will expire:

Until the conclusion of my personal injury action.

LIST OF INFORMATION TO BE RELEASED:
Entire Medical Record, including patient histories, office notes (except psychotherapy notes), lab/test results, radiology studies, films, referrals, consults, billing records, insurance records, and records sent to you by other health care providers.

Name of Entity to Release Information:
Address of Entity to Release Information

I have read and understand the contents of this Authorization and have had the opportunity to discuss same with counsel of my choice. The contents of this Authorization confirm, and are consistent with, my authority, instructions, or directions to Precision Resolution, LLC and Plaintiffs MSA and Lien Solution and their Employees and Representatives and I understand that by executing this Authorization, I am authorizing Precision Resolution, LLC and Plaintiff's MSA and Lien Solution and their Employees and Representatives to use and disclose, as permitted and outlined herein, certain nonpublic information. All items on this form have been completed and my questions about this form have been answered. In addition, I have been provided a copy of the forms.

Claimant/Injured Party Signature	Claimant/Injured Party Name	Date

OR

Personal Representative Signature	Print name, and Title (based on authority to act) (i.e.,guardianship /conservatorship letters of authority, powers of attorney, etc. attached)	Date

PRECISION
RESOLUTION

LIEN RESOLUTION AGREEMENT

Date:

This Lien Resolution Agreement, hereinafter referred to as "Agreement", by and between _____, residing at _____
hereinafter referred to as the **"Beneficiary"**, and **Precision Resolution, LLC**, with an office located at 4134 Seneca Street, West Seneca, New York, 14224, hereinafter referred to as "**Precision."**

Subject Matter of Agreement. The Beneficiary represents that he/she has been injured or suffered damages as a result of an accident or injury occurring on or about __/____/_____. The Beneficiary has received notice of a claim(s), right(s) of subrogation and/or lien(s) from:

Name of Entity	Type of claim, right of subrogation or lien
Precision Office Use Only	Precision Office Use Only
Precision Office Use Only	Precision Office Use Only

Lien Resolution Services. The Beneficiary recognizes that the lien resolution services agreed to herein are outside of the scope of representation of the Referring Attorney, _____ (hereinafter referred to as "Escrow Agent"). The Beneficiary agrees to retain the services of Precision to attempt to reduce or eliminate the claim(s), right(s) of subrogation, and/or lien(s) on the aforementioned client's behalf. The Beneficiary specifically authorizes Precision to correspond with any alleged claim holder(s) and/or lien holder(s) and/or their legal representative to discuss and negotiate a resolution on behalf of your client. All offers/ counteroffers for settlement shall be first approved by the Beneficiary and any such resolutions will be negotiated pending the final approval of the Beneficiary. Precision will verify the legal validity of the claim, right and/or lien. At the conclusion of your case, Precision will obtain an appropriate Release and/or confirmation of receipt of payment in full satisfaction of the claim, right and/or lien. The Beneficiary agrees to fully cooperate with Precision and timely provided any and all information and documents to assist in the performance of the services agreed to herein where necessary should it be necessitated. The Beneficiary shall provide to Precision a duly executed Authorization authorizing the release of medical information to Precision and the above-named entity solely for purposes of discussing and negotiating a resolution to the claim, right and/or lien in accordance with the terms of this Agreement as may be necessary.

Confidentiality. Some/all documents submitted to Precision Resolution, LLC may be shared with Precision Office Use Only, and/or any collection agents working on their behalf, including but not limited to Precision Office Use Only, throughout Precision's retention on this matter. Further, Precision's submissions to such entities for the the purposes of reducing purported recovery amounts related to the retained matter are confidential. Therefore, Precision will not disclose them to any entity other than those that are referenced above. This will acknowledge that, in order to protect

privacy and confidentiality and/or to protect against conflicts of interest, neither the Attorney nor the plaintiff/claimant will receive copies of Precision's submissions.

Governing Law and Dispute Resolution. This Agreement is governed by and shall be construed in accordance with the laws of the State of New York. The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Supreme Court of the State of New York in Erie County.

Lien Resolution Fee. The Beneficiary agrees to pay Precision a fee to seek a reduction or elimination of the claim, right and/or lien asserted against the aforementioned client's settlement proceeds as follows:

Services	Fee
Prior to the Initiation of Litigation: Review of documents, Drafting of Lien Resolution Letter(s), Negotiations Prior to Litigation	Initial retainer of **$1,000.00** and **15% of the reduction of the claim**.
Litigation of Lien: Commencement of action or Defense Of Claims related to the purported lien	An **additional $1,000.00** retainer fee **and 25% of the reduction of the claim** plus Cost of Applicable Filing/Court Fee(s)

Fee Payment. Precision Resolution, LLC's ***retainer fee ($1,000.00) is due, in entirety, prior to the commencement of any service rendered.*** The Beneficiary agrees to issue payment to Precision within 30 calendar days of the date of Precision's submission of the final invoice, to the address above. The Escrow Agent agrees that he/she shall hold the amount of Precision's fee as described above in escrow for the payment of Precision's final invoice. Escrow Agent shall not release any funds to the Beneficiary until Precision's fee has been paid. Any other additional retainers must be paid prior to the initiation of that respective level of service.

The undersigned hereby agree to the terms of the services to be rendered as further set forth above.

PRECISION RESOLUTION, LLC

By: _____
Paul K. Isaac, Esq., Chief Counsel
Precision Resolution, LLC

Dated: _____

BENEFICIARY

By: _____

Dated: _____

REFERRING ATTORNEY/ESCROW AGENT

By: _____

Dated: _____

PRECISION RESOLUTION

Medicaid, Self-Funded ERISA, Medicare Advantage, TRICARE & VA Lien Resolution

Fee Schedule

Service	Fee	Fees Due to PR
Upfront Retainer Amount	$1,000.00	Upon Submission of Intake and Authorization Forms to Precision
	plus, in the event of a successful challenge:	
Successful Challenge of Lien Resulting in a Reduction of Lien Amount	15% of Reduction of the lien amount*	Payment for the reduction of a lien amount resulting from a challenge filed by Precision shall be due at the time of governing body's decision.
Successful Litigation of Lien Resulting in a Reduction of Lien Amount	$1,000 additional retainer, plus 25% of Reduction of the lien amount*	Payment for the reduction of a lien amount resulting from a challengefiled by Precision shall be due at the time of governing body's decision.

*This fee applies to reductions of the lien amount as a result from a formal challenge of a lien. Statutory reductions for attorney's fees and procurement costs, etc. is not a billable service rendered by Precision.

Please make all checks payable to Precision Resolution, LLC
and mail all checks for services rendered, with the case name in the memo line, to:

Precision Resolution, LLC
c/o Plaintiff's MSA and Lien Solution
1800 Blankenship Rd., Ste. 160
West Linn, Or 97068

Upon receipt of the retainer fee and completed and signed documents, Plaintiff's MSA and Lien Solution will send an email confirming receipt **and begin work on the file**.

Precision Resolution, LLC Tax ID: 27-4860890

Always demand Precision.