

LETTER OF PROTECTION AGREEMENT BETWEEN ALL ATTORNEY'S DOING BUSINESS WITH HILL'S DRUG STORE, INC.

This agreement is an unforeseen consequence directly attributed to several years of unsettled and outstanding debit caused by several legal representatives and their clients. Our tributary motive is for this office to facilitate in the compilation of its financial concerns from the attorney or fiduciary of record and to hereby help improve the attorney-provider relationship. Let it be known that in consideration for the services of this pharmacy the attorney of record must agree to the following.

- 1.) The attorney of record must verify liability prior to your client's initial visit to this pharmacy.
- 2.) In the event the attorney of record must retain additional counsel or refer out the client, terminate client, drop the client, withdraw as clients attorney or change address the attorney of record must notify this office in writing no later than 3 business days of action. Should any attorney submit a letter of protection we feel uncomfortable with we will do our best to negotiate with that attorney.
- 3.) Reductions and Discounts will only be considered on bills over \$ 100.00. Reductions and Discounts must be submitted to our office in writing and upon execution of the reduction / discount document at final bill your document must be signed by an administrator of this pharmacy.
- 4.) Consistent with the Law and the contractual lien agreement to be signed by your client you are hereby authorized and directed to notify this office of the settlement and apply all proceeds received and agreed to pay this office the full amount of the clients charges on the case in question to this office unless submitting a reduction/discount request in writing, approved and signed by an administrator of this office and in the amount of the properly executed reduction/discount request.
- 5.) Let it be known that under no circumstance will this office acknowledge a letter of protection allowing the legal community and not the treating physician to determine what is (a) reasonable charge, (b) a charge necessary for medical care, (c) emergency room physician is not considered the treating physician. It is standard practice for this pharmacy to fill only prescriptions that come from the practice of the treating physician of record. Unless otherwise notified by the treating physician or your office in writing.
- 6.) Once all your clients' proper documentation is in place an account will be set up in the amount stipulated by your letter of protection or our pharmacy standard of \$350.00 for personal injuries and we will contact your office every time your client returns for refills for approval. Once your client has reaches his/her limit an additional letter of protection will be required. Slip and fall clients will be limited to a onetime \$200.00 limit and subject to all the same rules as personal injuries.
- 7.) This office will no longer accept letters of protection that include the verbiage "clients maintenance meds" maintenance medication must be spelled out item per item along with an approval from the insurance company. At any time should a client requests name brand or durable medical equipment, we will no longer be able to give reductions under any circumstance. These items often cost 3 times more than generic.

- 8.) Should any attorney make claim that our office is unwilling to cooperate with a reduction request and said attorney make payment in full or full and final payment. According to the fair debit collection act and the uniform commercial code, the said attorney must show proof in writing of the disputed allegation via certified mail within 72 hours of this office response.
- 9.) Please advise your clients that each personal injury case will need a separate letter of protection and must let the pharmacy staff know of the new case, also all clients should understand that in the case their accident is dropped or dismissed the client is fully responsible for the bill incurred.
- 10.) We understand in order to facilitate a resolution for some cases a reduction request will be necessary and we will do best we can to help in situations like this so long as both parties are in agreement and the agreement is in writing. It becomes hard for our office to issue reductions/discounts when we have attorney's request reductions/discounts on every case. It would make it easier for everyone if the reductions/discounts were held until really needed.

Please be understand that this office consistent with the laws of the state of Texas, the fair debit collection act and the uniform commercial code; this office will exercise its right to use whatever collection efforts deemed necessary within the law and/or with the assistance of the Texas Bar Association and/or an attorney of our selection in order to recover the unsettled and outstanding debit.