

# Agreement For Your Medical Records Review and Opinion

*This Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between Medical Review Foundation, Inc. (hereinafter referred to as “the Company”) and \_\_\_\_\_ (hereinafter referred to as the “Client”).*

*The undersigned Client understands and agrees to the following:*

## **1) The format of the unbiased opinion.**

- 1). In general, the Board Certified Medical Doctor’s opinion and report in potential medical malpractice cases will attempt to:
- a) Discuss the relevant facts of the case based on the medical records received by us, statement of facts, supporting documents and copies of x-rays (if any).
  - b) Describe the applicable “standards of medical care.” In essence, the report will try to describe what should have been done under those circumstances.
  - c) Specify what Doctor, Nurse, Hospital or other health care providers, if any, departed from the acceptable “standards of care,” in the Doctor’s opinion. The report will disclose (where legible) who did what and how it was not proper care if that is what the Doctor finds.
  - d) Causation: The report will attempt to show how any substandard care, if the Doctor believes that occurred, caused or contributed to any damages (such as injuries, further injuries, complications, worsening of the condition, death) as well as any reasonable potential future injuries, if relevant. If the care was acceptable and complications developed, the report will try to explain that in understandable terms.

To select this review and typewritten opinion initial *line 1* at the bottom of this document.

2). In case reviews that involve accidents, injuries, sickness or health problems not related to questions of medical malpractice, we will have the records reviewed for that concern. The report will attempt to explain what may have caused your current condition, made it worse, as well as potential future problems. For this type of review and typewritten opinion initial *line 2* at the bottom of this document.

3). "Second Opinion": An Evaluation of the quality of your medical care that you have been receiving or received. This Evaluation is not for the purpose of diagnosis or treatment or recommendations for medical care. The goal of this review of your medical records is to assess the quality of the medical care you are receiving or have received. For this type of review and typewritten opinion initial *line 3* at the bottom of this document.

## **2) Our Medical Directors sometime highlight the most important facts in the medical records.**

As the records are reviewed, sometimes paperclips are placed on the most important pages and the most significant facts are sometimes highlighted. Therefore, we suggest you keep an extra copy of all records and documents submitted to us to have an unmarked copy for future use. Most Clients and Attorneys find this highlighting very helpful in correlating the typed medical opinion with the records that were reviewed. We cannot arrange or tell you in advance, whether or not paper-clipping and/or highlighting will be used in the review of your records.

**Initial \_\_\_\_\_**

### **3) The opinion is based on the records and information we receive.**

The medical records review and typewritten opinions are based upon our receipt of your legible (preferably typed) statement of facts, possible questions and concerns and legible medical records. The opinions expressed will be based on the documents received for review. If they are incomplete or illegible, as much of an opinion as is reasonably possible will be prepared. The necessity for review of any missing documents may be discussed where relevant and possible. *You will receive a letter from us confirming the safe receipt of your medical records and fee paid. We cannot respond to any telephone calls or e-mails on this or any other matter, including the status of your case review.*

### **4) About the opinion.**

Our Board Certified Medical Directors typewritten opinions are their personal opinions prepared confidentially for you. We reserve the right to substitute a Board Certified Medical Expert opinion at no extra charge to you. Their name will not be revealed to you to maintain their confidentiality. Our Senior Board Certified Medical Director prior to its release to you will evaluate their opinion. However, it is possible that through the legal process, the opinion prepared for you may be “discoverable” by the other side. We suggest that this concern be discussed with an Attorney prior to sending any records to us for review.

### **5) Use of the unbiased opinion.**

You and any Attorney of your choice can use the typewritten unsigned and anonymous opinion for any legal purpose. Often, Clients just need to know what happened for their peace of mind when there is a medical malpractice concern. Some use it to assist their Attorney. After our "Second Opinion" for quality of medical care concerns, some Clients seek second opinions by Specialists to treat them or change Physicians. Your use of our opinion does not obligate us in any way.

### **6) The cost of the review and opinion.**

The minimum fee for the review of all the medical records, enclosed documents, questions and concerns (if any), and preparation of a typewritten opinion by one of our Medical Directors will be \$750 for up to 100 pages reviewed. Every page that exceeds 100 will be \$1.50 per-page. A page is one-sided copying of a single 8½ x 11 inch page of a medical record or document per 8 ½ x 11-inch sheet of copy paper submitted to us for review. We require a cashier's check or money order made payable to: Medical Review Foundation, Inc. to accompany this signed Agreement and your medical records. Your name, address and telephone number must accompany all correspondence and payment to our office and be legible.

After complete payment has been received, the average time for review and preparation of your typewritten report takes approximately six to eight weeks, but that is an estimate. As the records are reviewed, we cannot respond to inquiries as to the status of the report. If you need the report in less time, or within a specified amount of time, an additional “rush fee” of \$550 must be submitted. **IF WE CANNOT MEET YOUR RUSH DEADLINE, FOR ANY REASON, OUR ONLY LIABILITY IS TO REFUND TO YOU ALL FEES SUBMITTED.**

Any follow-up reviews with a typewritten opinion and additional questions to be answered will be done at an hourly rate of \$400 and must be pre-paid. We will be bound by our estimate of time necessary to review any additional records and questions submitted after our receipt of the initial set of medical records and questions (if any).

**Initial \_\_\_\_\_**

**7) All opinions are only in writing.**

*There will be no telephone or in-person discussion with our Medical Directors or anyone at our firm concerning the written opinion. Any follow up questions or additional material submitted for further review will be attempted to be answered and reviewed at the hourly rate of \$400. We will give you a cost estimate that will be binding on us and must be pre-paid by cashier's check or money order. The usual response time is approximately six to eight weeks, unless an additional "rush charge" of \$550 is also submitted to us.*

**8) We have numerous Medical Experts available.**

Should your Attorney want or need an opinion by a "Medical Expert" (a Specialist who can prepare his or her own opinion and testify in Court), our Company has numerous available on our Independent Consulting Staff. We require that all the arrangements and fees for our Company's services and the Medical Expert Consultant's services be coordinated through your Attorney.

**9) Other Doctors may or may not agree with our opinions.**

We want you to understand that the typewritten opinion you will receive will be based on the records and documents we receive, and the interpretation and expertise of our Medical Directors. Different Doctors reviewing the same set of records may come to completely different opinions. We do not guarantee or assure you in any way that other Doctors and even the Medical Experts on our Independent Consulting Staff will agree with any or all of the opinions of our Medical Directors. Their work is highly respected, but opinions do vary widely among Doctors.

**10) We are not responsible for loss or damage of medical records.**

We use UPS and US Postal Service to ship most of our records to and from our Medical Directors and you. We are not responsible for any loss or damage to those documents. For this reason, we also urge you to keep a complete set of all your medical records and documents you send to us. Do not send us any originals of x-rays, sonograms, CAT scans or MRI's. If you feel that they are needed in addition to any x-ray reports that are in the medical records, only send us copies. We will assume that any such x-rays and similar studies that we receive are only copies. You agree to hold the Company and anyone we send these records to harmless for any loss or damage to anything you send us for review. Do not send us microscopic slides. Only send the pathology reports that are usually contained within the medical records.

**11) We are not Attorneys and do not give legal advice.**

The Board Certified Medical Doctor performing the review of the medical records and preparing a written opinion, and the Company (Medical Review Foundation, Inc.), which processes the records, correspondence and payment, do not practice law. We are not Attorneys and cannot and will not give you any legal advice, neither in writing or verbally. Only a Licensed Attorney can perform this service for you, and only an Attorney, not us, can protect your legal rights.

**Initial \_\_\_\_\_**

**12) Consult with an Attorney to protect your legal rights, including any deadlines that apply to your case.**

The Doctor and Company urge you to contact an Attorney without any delay to determine what legal deadlines are applicable to your potential case, and what steps you must take now, without any delay, to protect all your rights that may be lost by any delay. We cannot advise you as to your legal deadlines in any way. An acceptance of your case for review does not imply any form of legal protection for you, your case and your legal rights. Consult with an Attorney before you send us your records.

**13) We do not practice medicine and do not give medical advice.**

By accepting your case for review and opinion, we do not accept you or anyone associated with your case as a patient. We do not practice medicine and do not give medical advice. Only a Licensed Physician in your State who accepts you as a patient and treats you, can give you medical advice, recommend tests, prescribe medications and care, and in any other way, function as your Health Care Provider. We do not.

**14) We are not responsible for the success or failure of your case or outcome of your medical care.**

OUR LIABILITY IS LIMITED ONLY TO THE FEES WE RECEIVE FROM YOU. Whether you win or lose your case, incur additional expenses, or receive less than you expect, has nothing to do with our services or opinions, and you agree to hold the Company harmless for any such liability. Furthermore, we are not in any way responsible for any effect or change our opinions may have on your health, medical care or related expenses and you agree to hold the Company harmless for any such liability. In addition, we are not responsible for the opinions, qualifications or cooperation of any Board Certified Medical Expert that we may refer to your Attorney or you for their services.

**15) Any disputes with us shall be settled by binding arbitration.**

Should there be any dispute or claim between you and the Company, all parties agree that such dispute or claim shall be settled by mandatory and binding arbitration in accordance with the commercial arbitration rules of the National Arbitration Forum. The locale of such arbitration shall be Fairfax County, Virginia, and any award rendered pursuant to such arbitration may be entered as a judgment in any Court of competent jurisdiction in Virginia. Such arbitration will be governed by the Virginia Uniform Arbitration Act. In the event of such arbitration, or litigation to enforce any award entered pursuant to such arbitration, the prevailing party shall be awarded reasonable Attorney's fees and costs.

**16) Our liability is limited only to the fees you paid us.**

It is understood that any and all references to "us", "we", "our" or the "Company" in this Agreement refers to Medical Review Foundation, Inc., its officers, agents and employees, our Board Certified Medical Directors, and also to consulting Board Certified Medical Experts. No other representation(s) of any kind, verbal or written, stated or implied, are part of or modify this Agreement in any way. This Agreement is binding on you and all of your heirs, and assigns. IT IS AGREED THAT THE COMPANY'S TOTAL LIABILITY IS LIMITED ONLY TO THE FEES YOU PAID US.

**17) The governing law is Virginia.**

This Agreement shall be governed and interpreted in accordance with the laws of the Commonwealth of Virginia. All parties irrevocably submit to have any dispute resolved in Fairfax County, Virginia in the appropriate proceeding.

**Initial \_\_\_\_\_**

**Place your initials next to ONLY 1), 2) or 3):**

- 1) \_\_\_\_\_ I want your unbiased typewritten opinion on potential medical malpractice issues.
- 2) \_\_\_\_\_ I want your unbiased typewritten opinion concerning the accident, injury, illness or health related matter as the potential cause of my medical problems or condition.
- 3) \_\_\_\_\_ I want your unbiased typewritten "Second Opinion" on the quality of medical care I have been receiving or received.

I have read this entire document and have had the opportunity to consult with an Attorney, if I chose to do so. I understand and agree to all the terms, conditions and information presented in the 17 numbered paragraphs above. I am eighteen (18) years of age or older.

Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_

Printed Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP code \_\_\_\_\_

Home telephone number (     ) \_\_\_\_\_ Work telephone number (     ) \_\_\_\_\_

\_\_\_\_ Yes, I have enclosed a cashier's check or money order for a total of \$ \_\_\_\_\_ which includes **\$750** to cover the regular minimum fee (plus \$ \_\_\_\_\_ to cover any voluminous record charge and rush fee if applicable), made out to Medical Review Foundation, Inc. Attached or enclosed with this Agreement is a legible statement of facts, questions of concern (if any), and a copy of my medical records.

**Package the documents securely and send to:**

Medical Review Foundation, Inc.  
120 Beulah Road, NE  
Suite 200  
Vienna, VA 22180

**Accepted by: Medical Review Foundation, Inc:** \_\_\_\_\_  
**Director** **Date**