

SMC
SARASOTA MEDICAL CENTER
Patient and Attorney Letter of Protection

Patient/Client Name: _____ Date of Loss: _____

Provider: Sarasota Medical Center, 4450 S Tamiami Trail, Sarasota, FL 34231, 941-927-1234
Sarasota Medical Center, Siesta Key, 5132 Ocean Blvd, Sarasota, FL 34242, 941-312-6708
Sarasota Medical Center, Physical Therapy, 4937 Clark Rd, Suite 201, Sarasota, FL 34233, 941-927-0977

I, the undersigned Patient, hereby instruct my attorney to execute this irrevocable Letter of Protection in favor of Provider to insure that Provider is paid in full for any and all treatment and services provided by them to me, or on my behalf, for the consequences of the accident that took place on or about the Date of Loss described above. Payment is to be derived from the proceeds of any settlement or funds received by me, or in my beneficial interest, from any source, as compensation for any damages I may have sustained from the consequences of the events that occurred on or about the Date of Loss described above. Please execute and return this Letter of Protection to Provider immediately upon your receipt of it.

I further authorize my attorney to enter into a different Letter of Protection acceptable to my attorney and Provider, but if no agreement for a different Letter of Protection is made, then I instruct that this Letter of Protection shall be the Letter of Protection in force and instruct my attorney to comply with its terms and conditions.

I further instruct that my instructions to attorney herein are irrevocable and are transferable to any future attorney of mine in the event that I change my legal representation in regards to the damages contemplated herein.

Letter of Protection Terms:

- If the bills protected by this letter are for treatment of a vehicular accident, then in regard to PIP covered charges, this Letter of Protection is valid for outstanding PIP covered charges, only if PIP is appropriately billed and pursued by Provider pursuant to FS627.736 (5)(b).
- This Letter of Protection shall not be assignable or transferable to another provider.
- Upon request and periodically, Provider will forward updated bills and medical records to the Patient or to the Patient's attorney and not to the Patient, unless otherwise requested in writing.
- Should Provider not agree to the sums available for payment to Provider, the Patient's attorney shall post funds, in any amount no less than the disputed charges, in the registry of the court for appropriate judicial determination.
- Provider is acting in reliance on the terms of this agreement for the provision of treatment and services contemplated herein.
- The terms contained herein are acceptable as adequate consideration for this agreement by the signatories below.

A patient receiving care from Sarasota Medical Center is ultimately responsible for payment of all services rendered, regardless of whether a recovery is made against a third party carrier. I, _____, authorize my attorney to disburse directly to Sarasota Medical Center all sums necessary to pay any outstanding balance due for care and treatment rendered to me, from any net proceeds recovered as a result of bodily injury, uninsured motorist or personal injury protection benefits for injuries sustained on the on or about the Date of Loss described above.

By signing below, I hereby acknowledge that the health care provider's forbearance in the receipt of payment for medical services rendered, even though some or all of said medical services may be reimbursed by personal injury protection benefits or third party insurance coverage, is good, valuable, and sufficient consideration for the promised contained herein from myself and my attorney. I agree to be responsible for any litigation costs and attorney fees necessary to enforce the payment of any outstanding balance and/or bills due.

Agreed by the undersigned on the dates shown below:

Patient's Name Printed

Patient's Signature

Date

Provider's Authorized Agent Printed

Provider's Authorized Agent Signature

Date

Attorney's Authorized Agent Printed

Attorney's Authorized Agent Signature

Date