DESIGNATION OF MANAGING DOCTOR AND DUTY TO PAY AGREEMENT

This binding agreement is entered into by and between the undersigned Patient, the designated Managing Doctor, and the Patient's legal counsel (if retained or subsequently involved). It governs the exclusive management, administration, clinical coordination, and mandatory payment framework relative to the Patient's personal injury claim.

1. IDENTIFICATION OF PARTIES & CLAIM

Patient Name: _____ Date of Incident: _____

Managing Doctor: _____

Clinic/Facility: _____ Phone:_____

Attorney : _____

Firm: _____ Phone:_____

2. IRREVOCABLE DESIGNATION OF MANAGING DOCTOR

The Patient hereby formally and irrevocably designates the Managing Doctor listed above to oversee, direct, and coordinate all medical, rehabilitative, and diagnostic care relating to injuries sustained in the referenced incident. This designation is essential for maintaining strict administrative accuracy, continuity of clinical evidence, and comprehensive case tracking. This clinical election cannot be rescinded, altered, substituted, or terminated by the Patient without the express, prior written consensus and executed waiver of the designated Managing Doctor.

3. ACKNOWLEDGMENT OF COMPETENCY AND CONFIDENCE

The Patient explicitly acknowledges, verifies, and accepts the expert professional competency, academic credentials, and medical expertise of the Managing Doctor at the exact time of execution. The Patient affirms complete and full confidence in the Doctor's specialized clinical skills, diagnostic judgment, and capacity to handle both the medical recovery timeline and the corresponding administrative medico-legal duties. The Managing Doctor agrees to execute all such relevant clinical obligations, including impairment ratings, secondary specialist coordination, and evidentiary contributions, to the absolute best of their professional ability to satisfy the administrative parameters of the claim.

4. INDEPENDENT MEDICAL EXAMINATION (IME) PROTOCOLS

In the event that an adverse third-party insurance carrier, defense litigant, or opposing counsel requests, schedules, or legally compels an Independent Medical Examination (IME), the Patient agrees to immediately notify the Managing Doctor prior to attending the examination. The Patient recognizes that defense-retained IME opinions are purely adversarial administrative reviews and do not disrupt, alter, or terminate this established Doctor-Patient relationship. The Managing Doctor retains sole oversight over the diagnostic treatment plan, functional restrictions, and external specialist referrals. Both Patient and legal counsel agree to provide the Managing Doctor with a complete, unredacted copy of any final IME report, supplemental defense report, or associated administrative

transcript within seven (7) business days of receipt at their own expense to preserve the factual integrity of the medical record.

5. MANDATORY ATTORNEY COMPLIANCE & LIEN INTEGRITY

A. Pro Se/Independent Election: The Patient explicitly affirms that they are pursuing this personal injury claim independently (Pro Se) without active legal counsel at the time of execution. The Patient has chosen this self-directed pathway voluntarily to maintain complete oversight of their medical recovery and to prevent unnecessary case disruption.

B. Non-Legal Representation Disclosure: The Patient acknowledges that the Managing Doctor provides comprehensive medical coordination, clinical diagnostic sequencing, and case evidence tracking, but does not provide legal advice, legal evaluation, or statutory settlement advocacy. For legal counsel, the Patient must consult a licensed attorney.

C. Guaranteed Non-Negotiable Fee Structure: The Patient explicitly guarantees full payment for all rendered medical services at the fee rates established by the clinic prior to the course of clinical care. These rates are derived, in part, using local geographic benchmarks established by the objective transparency database *www.fairhealthconsumer.org* at the 60-percentile rate at the time of settlement. This fee structure is strictly non-negotiable and shall not be compromised, reduced, or modified by any health insurance payor, third-party liability adjuster, or subsequently retained legal counsel.

D. Conditional California Dismissal & Treatment Cessation: If the Patient subsequently retains legal counsel, such counsel must execute and accept the Attorney Compliance section of this Agreement without modification within five (5) business days. Failure or refusal of legal counsel to sign within this window constitutes a material administrative breach of clinic policy. Following written notice of this breach, the Managing Doctor shall initiate formal patient dismissal and discharge protocols in strict compliance with California law. The Patient will be issued a mandatory fifteen (15) day transitional care window during which the clinic will only provide necessary emergent management, after which all non-emergent treatment, case coordination, and medical-legal lien tracking shall formally terminate, and the total accrued retail balance becomes instantly due and payable by the Patient. Per California Rule of Professional Conduct 1.15, any subsequently retained legal counsel who receives written notice of this executed Agreement is ethically bound to safeguard and hold all disputed clinical funds in a client trust account, and is explicitly prohibited from distributing settlement proceeds to bypass this lien, regardless of whether counsel executes the signature block below.

6. SEVERABILITY AND INTEGRATION.

If any provision, paragraph, or clause of this Agreement is found by a court of competent jurisdiction or an administrative regulatory board to be invalid, illegal, or otherwise unenforceable, such finding shall not affect the validity or enforceability of the remaining portions of this Agreement. The remaining terms and conditions shall remain in full force and effect, and the invalid provision shall be severed from this Agreement. This document constitutes the entire, integrated agreement between the parties regarding the medico-legal case management framework and supersedes all prior oral representations, written negotiations, or standard industry customs."

7. EXECUTION AND BINDING ACKNOWLEDGMENT

PATIENT **MANAGING DOCTOR**

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Date: _____ Date: _____

ATTORNEY ACKNOWLEDGMENT, COMPLIANCE & LIEN INTEGRITY

The undersigned counsel has read this Agreement and agrees to strictly comply with its terms, including the absolute non-negotiable fee structure, the irrevocable designation of medical coordination, and the mandatory withholding of funds from any settlement, judgment, or verdict to satisfy the full clinical lien prior to any distribution.

Authorized Firm Signature: _____

Printed Attorney & Firm Name: _____

Date: _____