**Retainer Agreement**

I, , agree to retain The Place Firm for the specific and express purpose of assisting me and my firm in resolving the following matter(s): .

I have read and understand the scope, limitations, and goals of my representation by The Place Firm. My understanding of that scope, as well as its limitations and goals are memorialized below. By placing my initials in the designated area(s) below, I am confirming my agreement that the specific and limited goals, and objectives of the representation for which I am entering into an attorney/client relationship with The Place Firm are reasonable.

**Scope of Representation – KY SCR 3.130(1.2)(c)**

ERISA/FEHBA Lien Resolution:

Initial

Representation is limited to the resolution of the alleged ERISA or FEHBA healthcare repayment demand being made against the plaintiff, trial attorney, or firm.

The Place Firm represents counsel for the injury victim/plaintiff. During representation, The Place Firm will take all steps necessary to resolve the asserted payment demand, without the need for specific client authorization. The Place Firm will not initiate or respond to any pleadings, subpoenas, or other requests or demands from a court, tribunal, or arbitrator without specific client authorization. The decision to initiate or respond to any such request or demand will be made by the client with assistance, advice, and legal advice from The Place Firm. Should the joint decision be that an appearance before a court, arbitrator, or tribunal outside the jurisdiction where The Place Firm is admitted to practice be in the best interest of the client, The Place Firm will associate with local counsel to assist in such representation counsel at no further costs to the client. Such association will be done in accordance with all applicable ethical guidelines.

The goals of representation have been satisfied and representation concludes upon receipt of confirmation that the repayment demand for which The Place Firm engaged has been fully and finally satisfied and the purported lien holder is no longer asserting a repayment demand against the plaintiff, trial attorney, or firm.

Medicare Advantage Lien Resolution:

Initial

Representation is limited to the resolution of the alleged Medicare Advantage (Part C and/or Part D) healthcare repayment demand being made against the plaintiff, trial attorney, or firm.

The Place Firm represents counsel for the injury victim/plaintiff. During representation, The Place Firm will take all steps necessary to resolve the asserted repayment demand, without the need for specific client authorization. The Place Firm will not initiate or respond to any pleadings, subpoenas or other requests or demands from a court, tribunal, or arbitrator without specific client authorization. The decision to initiate or respond to any such request or demand will be made by the client with assistance, advice, and legal guidance from The Place Firm. Should the joint decision be that an appearance before a court, arbitrator, or tribunal outside the jurisdictions where The Place Firm is admitted to practice be in the best interest of the client, The Place Firm will associate with local counsel to assist in such representation at no further costs to the client. Such association will be done in accordance with all applicable ethical guidelines.

It is understood that neither The Place Firm nor any of its owner(s), managers, employees, agents or representatives are “primary payer(s)” within the meaning of 42 CFR § 411.21

The goals of representation have been satisfied and representation concludes upon receipt of confirmation that the repayment demand for which The Place Firm engaged has been fully and finally satisfied and the purported lien holder is no longer asserting a repayment demand against the plaintiff, trial attorney, or firm.

Medicare Conditional Payment Resolution:

Initial

Representation is limited to the reporting of the matter to the Centers for Medicare and Medicaid Services, ongoing audits of the Conditional Payment claim summaries (until settlement of the underlying action), assisting in obtaining a Final Conditional Payment Letter from Medicare before mediation, and obtaining the Final Demand.

The Place Firm represents counsel for the injury victim/plaintiff. During representation, The Place Firm will take all steps necessary to resolve the asserted payment demand, without the need for specific client authorization. The Place Firm will not initiate or respond to any pleadings, subpoenas, or other requests or demands from a court, tribunal, or arbitrator without specific client authorization. The decision to initiate or respond to any such request or demand will be made by the client with assistance, advice, and legal advice from The Place Firm. Should the joint decision be that an appearance before a court, arbitrator, or tribunal outside the jurisdiction where The Place Firm is admitted to practice be in the best interest of the client, The Place Firm will associate with local counsel to assist in such representation counsel at no further costs to the client. Such association will be done in accordance with all applicable ethical guidelines.

The goals of representation have been satisfied and representation by The Place Firm concludes upon receipt of the File Closure letter from The Center for Medicare and Medicaid Services.

ERISA Plan Review:

Initial

The Place Firm will review the submitted SPD (Summary Plan Description), MPD (Master Plan Development) and other ERISA plan documents to evaluate the strength of the plan’s recovery rights and provided an initial legal analysis in a standardized format. This review will also provide language/case specific resolution tactics for the trial attorney to explore independent from The Place Firm.

This service does not create an attorney/client relationship; however, The Place Firm will treat all communications as confidential.

ERISA Plan Review & Memo of Law:

Initial

Dave Place, Founder, will personally review the submitted SPD (Summary Plan Description), MPD (Master Plan Development) and other ERISA plan documents to evaluate the strength of the plan’s recovery rights. Should it be determined that additional documentation is needed, The Place Firm will make a statutory demand under 29 U.S.C. §1024(b)(4) for the production of required documents.

This legal analysis will include application of the facts of your specific case to the current controlling federal authority and a legal opinion based upon the expert interpretation of the controlling plan documents.

This service does not create an attorney/client relationship; however, The Place Firm will treat all communications as confidential.

**Admitted to Practice**

Supreme Court of Kentucky

U.S. Federal District Court for the Eastern District of Kentucky

U.S. Federal District Court for the Western District of Kentucky

U.S. Court of Appeals for the Fourth Circuit

U.S. Court of Appeals for the Sixth Circuit

Supreme Court of the United States of America

**Advance Fees – KY SCR 3.130(1.5)(f)**

I agree that this non-refundable advance fee is reasonable and equitable based on the initial work associated with intake, verification, evaluation, and mandatory reporting involved in lien resolution. In addition, I agree to pay the remaining balance of the fee for lien resolution upon receipt of an invoice from The Place Firm.

**Client Funds – KY SCR 3.830(14)(g)**

The Place Firm will not hold, deposit or retain any client funds. All funds paid to The Place Firm prior to final resolution are advance fees paid in acknowledgment of the reasonable cost associated with file opening and case management.

**Hold Harmless for Inaccurate Data**

I, individually and on behalf of my law firm, hereby release and agree to hold The Place Firm, its employees, officers, directors, agents and affiliates harmless from any costs, expenses, penalties, fees, damages, and other liabilities resulting from, arising out of, or in connection with any claims, actions, agency actions or other judicial or administrative actions relating to lien resolution if such action is predicated upon inaccurate or incorrect information provided to The Place Firm in relation to lien resolution functions requested by me or my law firm.

Signature

Printed Name

Law Firm Name

Plaintiff/Case Name

**/  /**

Date

\*PLEASE SUBMIT ALL INTAKE DOCUMENTS AND COPY OF MINIMUM FEE

VIA EMAIL TO: [INTAKE@THEPLACEFIRM.COM](mailto:INTAKE@THEPLACEFIRM.COM)

**CLAIMANT/INJURY VICTIM INFORMATION**

NAME:  GENDER:  FEMALE  MALE

DOB: **/****/**

**PLAINTIFF COUNSEL**

ATTORNEY NAME:  FIRM:

ADDRESS:  CITY:  STATE:  ZIP:

EMAIL:  PHONE: **(   )     -**  FAX: **(   )     -**

**KNOWN PLAN ADMINISTRATOR INFORMATION**

PLAN ADMINSITRATOR/EMPLOYER:

THIRD PARTY ADMINISTRATOR:

POLICY NUMBER/PLAN NAME:

RECOVERY VENDOR:

REPRESENTATIVE NAME/EMAIL:

**CASE INFORMATION**

HAS CASE SETTLED?  YES  NO

MEDIATION DATE: **/  /**

DATE OF INCIDENT: **/  /**

SUMMARIES OF CASE FACTS:

SUMMARY OF ASSERTED CLAIM(S)

SUMMARY OF CONTACT WITH PLAN ADMINISTRATOR/THIRD PARTY ADMINISTRATOR/RECOVERY VENDOR:

ITEMIZATION OF PROVIDED DOCUMENT TO BE REVIEWED: