



SYNERGY HEALTH PARTNERS

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Thornton, CO 80229

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<http://www.SynergyHPC.com>*"Getting you back to family, work, and life."*

FAX COVER SHEET

To:	Ramos Law	From:	Maricruz Loya
Phone:	303-733-6353	Pages:	8 including fax cover sheet
Fax:	303-865-5666	Date:	March 10, 2023
Re:	<i>Angel, Theodore</i>	<input type="checkbox"/> STAT	<input type="checkbox"/> Please Comment <input checked="" type="checkbox"/> Please Reply

Regarding Patient *Angel, Theodore*

Good morning Attorney,

Attached, please find enclosed the signed and dated Synergy Lien for *Angel, Theodore*. I ask that once you have had the opportunity to review that you please sign, date and fax it back to me. Your immediate attention to this matter is greatly appreciated. Should you have any questions, please feel free to contact our office at the information listed above.

Respectfully Submitted,
Maricruz Loya
Synergy Health Partners

NOTICE OF FEE WAIVER: Per Colorado Revised Statutes 25-1-802(1) and regulations of the Colorado Department of Public Health and Environment, no fees shall be charged by a health care provider of patient records for requests for medical records received from another health care provider or to an individual regulated solely for the purpose of providing continuing medical care to a patient.

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HEALTH-CARE PROVIDER LIEN DISCLOSURES AND ADVISEMENTS
TO INJURED PERSON

Theodore J. Angel ("Injured Person") desires to obtain medical treatment, services, or goods ("Medical Services") on a health-care provider lien basis as provided by Colorado law under C.R.S. § 38-27.5-101, *et seq.*

Pursuant to C.R.S. § 38-27.5-104, Management Systems of Colorado, LLC d/b/a Synergy Health Partners ("MSOC"); Latta Chiropractic Clinics, P.C. d/b/a Synergy Chiropractic Clinics ("SCC"); Movement Dynamics Physical Therapy, P.C. ("MDPT"); Injury Care Network, LLC ("ICN"); Rehabilitation Services, LLC ("RS"); Infinity Imaging, LLC ("II"); All-N Healthcare Network, LLC ("AHN"); Professional, Rehabilitation and Occupational Services LLC ("PROS"); Injury Care Expert Services LLC ("ICES"); and Synergy Imaging LLC d/b/a Advanced Diagnostic and Imaging ("SI") (SCC, MDPT, ICN, RS, II, AHN, PROS, ICES, and SI are collectively referred to as the "Health-care Providers") make the following disclosures to Injured Person before entering into a health-care provider lien arrangement:

- (a) The following are potential methods for payment of a health-care provider's billed charges:
 - (I) The creation of a health-care provider lien;
 - (II) The use of benefits available to Injured Person from any "Payer of Benefits" to which Injured Person is a beneficiary. "Payer of Benefits" means an insurer; a health maintenance organization; a health benefit plan; a preferred provider organization; an employee benefit plan; a program of medical assistance under the Colorado Medical Assistance Act; the children's basic health plan; any other insurance policy or plan; or any other benefit available as a result of a contract entered into and paid for by or on behalf of Injured Person. Injured Person can obtain information about the "Payer of Benefits" network from the Payer of Benefits or the Health-care Providers;
 - (III) Any other payment method or arrangement agreed to in writing by Injured Person and the Health-care Providers or their assignees; or
 - (IV) A combination of the payment methods specified in paragraph (a)(I) through (a)(III) above.
- (b) MSOC, the Health-care Providers, and/or any of their assignees are **NOT** health insurers or Payers of Benefits.
- (c) Except in the event of fraud or misrepresentation by Injured Person:
 - (I) If Injured Person does not receive a judgment, settlement, or payment on his/her claim against third parties or under an uninsured or underinsured motorist policy, Injured Person is not liable to the holder of the health-care provider lien for any portion of the health-care provider lien;
 - (II) If Injured Person receives a net judgment, settlement, or payment that is less than the full amount of the health-care provider lien, Injured Person is not liable to the holder of the health-care provider lien for any amount beyond the net judgment, settlement, or payment, and the holder of the health-care provider lien may not file a complaint or counterclaim against Injured Person directly to be reimbursed for any amount beyond the net judgment, settlement, or payment;
 - a. MSOC, the Health-care Providers, and/or their assignees may initiate a declaratory judgment action or participate in an interpleader action or claim pursuant to the



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Colorado Rules of Civil Procedure, and/or any other similar action or claim, to determine MSOC's, the Health-care Providers', and/or their assignees' share of Injured Person's net judgment, settlement, or payment;

- (III) MSOC, the Health-care Providers, and/or their assignees may not assign a health-care provider lien to a collection agency or debt collector.
- (d) The Health-care Providers' assignees', if any, compensation from Injured Person is based on the difference between the Health-care Providers' usual and customary billed charge and the amount that the assignees pay to purchase the health-care provider lien and/or the accounts receivables underlying the health-care provider lien.
- (e) There is no common ownership interest between MSOC and the Injured Person's legal counsel. There is no common ownership interest between the Health-care Providers and Injured Person's legal counsel.
- (f) Gynn Hopkins has sole or partial ownership/membership interests in MSOC, ICN, II, AHN, ICES and SI. Bruce Latta has sole or partial ownership/membership interests in SCC and SI. Other than the foregoing, there is no common ownership interest between the Health-care Providers and assignees to whom the Health-care Providers have assigned their health-care provider lien rights.
- (g) If Injured Person obtains health insurance after the health-care provider lien has been created, and Injured Person or Injured Person's legal counsel so informs MSOC, the Health-care Providers, or their assignees, all future care may be billed to the health insurance carrier at Injured Person's discretion.

Upon reasonable request by Injured Person or Injured Person's legal counsel, MSOC, the Health-care Providers, or their assignees will provide a current statement summarizing the Medical Services provided, the total amount billed for each of the Medical Services provided, and the total amount of the health-care provider lien.

BY SIGNING BELOW INJURED PERSON ACKNOWLEDGES HE/SHE HAS CAREFULLY READ AND FULLY UNDERSTANDS THE FOREGOING DISCLOSURES AND ADVISEMENTS.

Injured Person Name: Theodore J. Angel

Date: 03/10/2023

Signature: _____

Phone: 720-461-0920

Address: _____



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Synergy Health Partners Health-care Provider Lien Agreement

This Health-care Provider Lien Agreement (the “**Agreement**”) is entered into as of the date indicated below (the “**Effective Date**”) between Theodore J. Angel (“**Client**”) and Management Systems of Colorado, LLC d/b/a Synergy Health Partners (“**MSOC**”); Latta Chiropractic Clinics, P.C. d/b/a Synergy Chiropractic Clinics (“**SCC**”); Movement Dynamics Physical Therapy, P.C. (“**MDPT**”); Injury Care Network, LLC (“**ICN**”); Rehabilitation Services, LLC (“**RS**”); Infinity Imaging, LLC (“**II**”); All-N Healthcare Network, LLC (“**AHN**”); Professional, Rehabilitation and Occupational Services LLC (“**PROS**”); Injury Care Expert Services LLC (“**ICES**”); and Synergy Imaging LLC d/b/a Advanced Diagnostic and Imaging (“**SI**”) (MSOC, SCC, MDPT, ICN, RS, II, AHN, PROS, ICES, and SI are collectively referred to as “**Synergy Health Partners**”) (Client and Synergy Health Partners are collectively referred to as the “**Parties**” and individually as a “**Party**”).

WHEREAS, Client sustained injuries as a result of an accident or incident allegedly caused by one or more negligent or otherwise culpable parties on or about 2/23/2023 (the “**Incident**”);

WHEREAS, Client desires to receive health-care services from Synergy Health Partners for treatment of injuries sustained as a result of the Incident, including, but not limited to, evaluation, consultation, treatment, surgery, rehabilitation, diagnostic testing, facility and equipment usage, prescriptions, medical goods and equipment, and other health-care services or goods (the “**Services**”);

WHEREAS, Client has retained, or will retain, legal counsel (“**Client’s Attorney**”) to pursue legal claims and/or seek compensation arising from the Incident, including, but not limited to, bodily injury claims against the alleged culpable parties, uninsured or underinsured motorist benefits claims, or any other claims for damages related to the Incident (the “**Claims**”);

WHEREAS, Client lacks insurance coverage, has insufficient Medical Pay (“**MedPay**”) or Personal Injury Protection (“**PIP**”) insurance benefits to fully pay for or cover the Services, has an insurance plan with a high deductible and/or co-pays that Client is unable to pay, or is otherwise unable to pay Synergy Health Partners for the Services; and

WHEREAS, Client has requested that Synergy Health Partners render Services to Client in exchange for Client granting Synergy Health Partners a health-care provider lien pursuant to C.R.S. § 38-27.5-101, *et seq.*

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, including the premises, promises, rights, and obligations herein made, the Parties hereby agree as follows:

1. **RECITALS.** The recitals set out above are incorporated as if fully set forth herein.
2. **USE OF MEDPAY OR PIP.** Prior to obtaining Services on a lien basis, Client shall first use and exhaust any and all available MedPay or PIP insurance benefits to pay for and/or cover the Services rendered by Synergy Health Partners. Client agrees and authorizes Synergy Health Partners to bill Client’s MedPay or PIP benefits insurer for the Services. Client shall take all necessary actions and measures to make MedPay or PIP insurance benefits available to pay Synergy Health Partners for the Services rendered, including, but not limited to, paying deductibles and submitting documents. If/when Client no longer has MedPay or PIP insurance benefits available to pay Synergy Health Partners for the Services, those Services not covered by MedPay or PIP will be rendered on a lien basis as set forth below.
3. **GRANT OF LIEN.** Client grants Synergy Health Partners a health-care provider lien pursuant to C.R.S. § 38-27.5-101, *et seq.* (the “**Lien**”) upon and against any and all present, future, or after-acquired money, proceeds, or funds, received by Client and/or Client’s Attorney pursuant to a judgment, settlement, or any other payment arising from or related to the Claims and/or the Incident, less reasonable attorney fees and litigation expenses, if any (the “**Net Proceeds**”), to pay for or cover the Services.
4. **AMOUNT OWED ON LIEN.** Client acknowledges that the total amount owed to Synergy Health Partners on the Lien (the “**Lien Amount**”) is not ascertainable as of the date of this Agreement due to the fact that Client is receiving ongoing Services related to the Incident. Client agrees that the Lien Amount shall equal the full amount of the health-care providers’ usual and customary billed charges for the Services (the “**Billed Charges**”), less any MedPay or PIP insurance benefits paid towards the Billed Charges. Synergy Health Partners will maintain a statement listing the Services rendered



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and current Lien Amount (the “**Balance Due Statement**”) and will provide the same to Client and/or Client’s Attorney periodically or upon a reasonable request.

5. **CLIENT’S OBLIGATIONS.** Client and/or Client’s Attorney shall have the following obligations under this Agreement (the “**Obligations**”):

- a. In the event Client and/or Client’s Attorney receives any payment from any source intended to satisfy all or any portion of the Lien Amount, Client and/or Client’s Attorney shall act as fiduciary agents for Synergy Health Partners and shall immediately deliver any such payment to Synergy Health Partners.
- b. In the event Client and/or Client’s Attorney receive money, proceeds, or funds pursuant to a judgment, settlement, or other payment arising from or related to the Claims and/or the Incident, Client shall pay Synergy Health Partners, or instruct Client’s Attorney to pay Synergy Health Partners, the Lien Amount out of the Net Proceeds within 30 days.
- c. In the event there is a dispute concerning payment of all or a part of the Lien and/or the Lien Amount, Client shall instruct Client’s Attorney to withhold from any Net Proceeds and maintain in Client’s Attorney’s trust account the full Lien Amount until agreement is reached between Synergy Health Partners and Client on payment thereof. If no agreement is reached on payment of the Lien and/or Lien Amount to Synergy Health Partners within 30 days, Client shall instruct Client’s Attorney to initiate interpleader proceedings and pay the disputed portion of the Lien Amount out of the Net Proceeds into the registry of the court.
- d. Client shall review, or instruct Client’s Attorney to review, all Balance Due Statements sent by Synergy Health Partners. Should Client become dissatisfied with the Services, Client shall immediately so notify, in writing, Synergy Health Partners. Additionally, should Client and/or Client’s Attorney dispute the reasonableness or necessity of the Services or Billed Charges, Client and/or Client’s Attorney shall so notify Synergy Health Partners, in writing, within 30 days of Synergy Health Partners issuing the first Balance Due Statement on which the disputed Services or Billed Charges appear. Failure by Client and/or Client’s Attorney to notify Synergy Health Partners of any such dissatisfaction or disputes as set forth above shall constitute a waiver of Client’s rights to subsequently dispute or challenge the Lien and/or Lien Amount with respect to those Services or Billed Charges.
- e. Client shall only seek and obtain Services under this Agreement to treat injuries related to and/or arising from the Incident.
- f. Client shall cooperate fully with Synergy Health Partners and execute any and all supplementary documents and take all actions which may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement. Client hereby instructs Client’s Attorney to cooperate with Synergy Health Partners consistent with this paragraph.
- g. Client shall disclose and provide to Synergy Health Partners, or shall instruct Client’s Attorney to disclose and provide to Synergy Health Partners: (i) ongoing updates on the status and/or progression of the Claims as requested by Synergy Health Partners; (ii) documents identifying or concerning any damages claimed or sought by Client in pursuit of the Claims; (iii) the occurrence of any settlement, judgment, or legal ruling related to any Claims and the terms thereof; (iv) notice of and information regarding any money, funds, or proceeds paid to, received by, or received on behalf of Client related to the Claims or the Incident; and (v) documents concerning the proposed or final accounting and/or disbursement of any and all monies, funds, and/or proceeds paid to, received by, or received on behalf of Client related to any judgment, settlement, or other payment, arising from or related to the Claims and/or Incident. Client waives any attorney/client privilege concerning the disclosure of the foregoing information to Synergy Health Partners.
- h. Client shall notify Synergy Health Partners within 24 hours if the status of his/her legal representation should change, including any situations in which Client terminates the services of Client’s Attorney;



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Client's Attorney withdraws or otherwise terminates legal representation of Client; Client retains a new, different, or additional attorney; or Client does not have an attorney to represent him/her with respect to the Claims.

6. LIMITATIONS ON LIEN. In the absence of fraud or misrepresentation by Client:

- a. If Client does not receive a judgment, settlement, or other payment on the Claims, Client is not liable to Synergy Health Partners for any portion of the Lien Amount.
- b. If the Net Proceeds recovered by or on behalf of Client are less than the Lien Amount, Client is not liable to Synergy Health Partners for the portion of the Lien Amount over and above the amount of the Net Proceeds. Synergy Health Partners and/or their assignee have the right to pursue claims and/or initiate proceedings to determine their share of the Net Proceeds.

7. CAPS ON SERVICES. Synergy Health Partners has the right to place a monetary cap or limit on the Services that Client is entitled to obtain under this Agreement ("**Monetary Cap**"). Synergy Health Partners agrees to inform Client and/or Client's Attorney of a Monetary Cap within a reasonable period of time. Client agrees that Synergy Health Partners is under no obligation to provide additional Services to Client that exceed the Monetary Cap. Client is free to obtain medical services above and beyond the Monetary Cap from a medical provider of Client's choosing, but Client understands and agrees that, absent an agreement with Synergy Health Partners otherwise, any such medical services obtained by Client are outside the scope of this Agreement and are not part of the Lien, and Client shall remain personally responsible for payment of all medical charges relating thereto. Should Synergy Health Partners agree to provide Services that exceed the Monetary Cap, and/or agree to purchase any health-care provider lien rights and/or accounts receivable that exceed the Monetary Cap, those Services, health-care provider lien rights, and /or accounts receivable shall come within the parameters of this Agreement and become part of the Lien.

8. ACKNOWLEDGMENTS, REPRESENTATIONS, AND WARRANTIES.

- a. Client represents that he/she will pursue the Claims and take all reasonable and diligent measures to procure a judgment, settlement, or other payment that is sufficient to pay the Lien Amount. Client represents that he/she will not abandon the Claims.
- b. Client acknowledges that: (i) Synergy Health Partners is not a health insurer, health benefit plan, or payer of benefits, and does not pay or reimburse health-care expenses or services; (ii) this Agreement, the Lien, and all other rights granted to Synergy Health Partners hereunder are not subject to the common law or statutory versions of the "Make Whole Doctrine;" and (iii) Synergy Health Partners' Lien against and right to receive payment out of the Net Proceeds is not subject to the common law or statutory versions of the "Common Fund Doctrine," and Synergy Health Partners shall not be responsible for payment of any of Client's Attorney's fees or costs.
- c. Client acknowledges that this Agreement is irrevocable, and Client represents and warrants that, other than the grounds provided under C.R.S. § 38-27.5-101, *et seq.*, he/she will not attempt to disavow the Lien or disclaim Client's Obligations.
- d. Client acknowledges receipt of the "Health-care Provider Lien Disclosures and Advisements to Injured Person" statement (the "**Disclosure Statement**") from Synergy Health Partners, and Client represents and warrants that he/she read and understood the contents therein.
- e. Client represents and warrants that, other than MedPay or PIP insurance benefits Client may have available, he/she does not have any benefits available to cover the Services, including health insurance or other private medical benefits or coverage plans, or governmental programs, including Medicaid, Medicare or other similar benefits; or, in the event any such benefits are available to Client, at this time Client instructs Synergy Health Partners not to submit any medical bills to any such insurance company, benefit plans, or governmental programs other than Client's MedPay or PIP insurer unless otherwise directed, in writing, to do so; instead, at this time and until further written notice, after the exhaustion



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of any available MedPay or PIP insurance benefits, Client desires to obtain the Services on a lien basis pursuant to this Agreement.

9. AUTHORIZATIONS.

- a. Client authorizes and hereby instructs Client's Attorney, every other attorney, party, insurance company, or other person with knowledge, to disclose to Synergy Health Partners the policy limits of any insurance policies applicable to the Claims, and the date and amount of any judgment, settlement, or any other payment on, arising from, or related to the Claims and/or the Incident.
- b. Client authorizes and hereby instructs Client's Attorney and any and all insurance companies making payments related to or arising from the Claims and/or Incident to pay directly to Synergy Health Partners the Net Proceeds up to the Lien Amount.
- c. For as long as the Lien Amount remains due and owing, Client authorizes Synergy Health Partners to disclose, to the minimum extent necessary, the Lien, Lien Amount, any underlying bills, invoices, medical records, protected health care information, and other information regarding the Services provided to Client, to any third party, if such disclosure will aid in the collection of the Lien Amount.

10. MISCELLANEOUS.

- a. This Agreement and the Disclosure Statement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties and supersedes all prior and contemporaneous understandings or agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty outside those expressly set forth in this Agreement and the Disclosure Statement. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by Client and Synergy Health Partners. No waiver by either Party of any of the terms hereof or of any breach hereof shall constitute or be deemed a waiver of any of such terms or of any breach in any other case.
- b. This Agreement and all matters and issues collateral thereto shall be governed by the laws of the State of Colorado, notwithstanding any conflicts of laws provisions. The Parties agree that any and all claims or controversies arising out of or relating to this Agreement, or breach thereof, shall be decided in either the District Court for the City and County of Denver, State of Colorado or the U.S. District Court for the District of Colorado, and that the foregoing courts shall (1) have exclusive personal jurisdiction over the Parties with regard to the aforementioned claims or controversies and (2) shall be the exclusive venue/forum for any and all such claims or controversies, except as otherwise agreed upon by the Parties in writing. THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL ON ANY CLAIM OR CAUSE OF ACTION BASED UPON, RELATING TO, OR ARISING OUT OF THIS AGREEMENT. The Parties further acknowledge the receipt and sufficiency of mutual consideration for the aforementioned jury waiver.
- c. If any provision of this Agreement is held, declared, or pronounced void, voidable, invalid, unenforceable, or inoperative for any reason by any court of competent jurisdiction, government authority, or otherwise, that provision shall be severed from the Agreement, and all other provisions of this Agreement shall otherwise remain in full force and effect.
- d. Synergy Health Partners may assign or otherwise transfer its rights and/or obligations under this Agreement, in which case this Agreement and those rights shall inure to the benefit of any assignee or the legal successor of Synergy Health Partners. Client may not assign or otherwise transfer its rights or obligations under this Agreement absent written approval from Synergy Health Partners. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective heirs, executors, representatives.
- e. All notices hereunder shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) delivery by any courier or overnight delivery service upon written verification of receipt,



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or (ii) certified or registered mail, return receipt requested, upon written verification of receipt. In each case notice shall be sent to the address set forth below each Party's signature or to such other place and with such other copies as any Party may designate, in writing, to the other Parties.

- f. In the event Synergy Health Partners institutes legal proceedings to enforce any terms in, or to seek redress for any breach of, this Agreement, Client agrees that Synergy Health Partners shall be entitled to an award of all costs and expenses related thereto, including reasonable attorneys' fees and all other costs of collecting monies owed, including any fees charged by or payable to a collection agency, plus default interest at the rate of 10% per year, compounded annually.
- g. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
- h. This Agreement may be executed in any number of counterparts, all of which shall constitute but one and the same instrument. Facsimile, photocopy or .pdf electronically transmitted signatures shall be deemed originals for all purposes hereunder.

IN WITNESS WHEREOF, the Parties have executed this Agreement on [date] 03/10/2023.

Synergy Health Partners
By: Maricruz Loya
Address: 8515 Pearl Street, #100
Thornton, CO 80229

Client Name: Theodore J. Angel
Client Signature: [Signature]
Client Address: _____
Client Phone: 720-461-0920

To Be Signed By Client's Attorney:

The undersigned attorney acknowledges that he/she has read this Agreement in its entirety and agrees to all of the terms contained herein.

Attorney (print name): _____ Date: _____
Attorney's Signature: _____ Address: 10190 Bannock St. Ste 200 Northglenn, CO 80260
Law Firm Name: Ramos Injury Firm
Attorney's Phone: _____