





**HEALTH CARE PROFESSIONAL  
CONFLICT OF INTEREST AGREEMENT**



This Health Care Professional Conflict of Interest Agreement (this "Agreement") is made by the individual health care professional noted below ("Professional"), and Professional agrees as follows:

1. Professional has agreed to provide certain services through and on behalf of Medical Evaluation Specialists ("MES"), the terms and conditions of which are subject to separate documentation. This Statement shall have no impact or effect on any other agreement(s) between Professional and MES, other than as set forth herein.

2. Professional shall have no material conflict of interest with regard to the services provided by Professional through MES. For the purpose of this Statement, "material conflict of interest" shall include any potential conflict of interest involving Professional and/or Professional's extended family (spouse, children, parents, siblings).

3. Professional shall be deemed to have a material, disqualifying conflict of interest if Professional or anyone in Professional's extended family has any of the following:

A familial, professional or business relationship with any individual whose case Professional evaluates through MES.

A significant past or present relationship with the attending health care provider or health care treatment facility who or which may be at issue in the case Professional evaluates through MES.

An employment, partnership, shareholder, contractor or other similar business relationship, or a financial interest of any type or nature greater than 5% debt, equity or annual income (exclusive of payments to Professional for evaluation services), with any (i) health care provider, (ii) health care facility (exclusive of professional staff privileges at a health care facility), (iii) health care insurance, indemnification or management plan or (iv) health care-related business (such as the manufacturer of medical devices, medications or other products) who or which may be at issue in the case Professional reviews through MES.

An employment or other relationship as a lobbyist or advocate for or against any specific medical service, device, product or medication which may be at issue in the case Professional evaluates through MES, or any incentive to promote the use of the same.

4. Upon discovery of any material conflict of interest as set forth above, Professional shall immediately disclose the same to MES and be removed from the specific evaluation giving rise to such conflict.

5. Professional shall attest on each individual evaluative service provided through MES that Professional has no material conflict of interest as set forth above.

6. Professional understands and agrees that there will be no direct or indirect financial incentive based on a particular review determination or outcome.

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

Name: \_\_\_\_\_  
(print)



**HEALTH CARE PROFESSIONAL  
CONFIDENTIALITY AGREEMENT**



This Health Care Professional Confidentiality Agreement (this "Agreement") is entered into by the individual Health Care Professional ("Professional") noted below, and Professional agrees as follows:

1. Professional has agreed to provide certain services through and on behalf of Medical Evaluation Specialists ("MES"), the terms and conditions of which are subject to separate documentation. This Agreement shall have no impact or effect on any other agreement(s) between Professional and MES, other than as set forth herein.

2. Professional understands and acknowledges that Professional may, during the course of providing services, have access to certain personal and confidential health care and/or medical information concerning individuals whose medical records Professional is asked to review, including, but not limited to, Protected Health Information ("PHI") pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), collectively referred to in this Agreement as the "Confidential Information."

3. Professional shall not, either directly or indirectly, in any form, manner or medium, disclose, disseminate, distribute, publish or use the Confidential Information, other than (i) as necessary to perform the particular service, (ii) pursuant to a duly executed release or (iii) as required by law. Professional shall take all steps necessary to safeguard and protect any unauthorized access to the Confidential Information, and shall at all times hold the Confidential Information in strict confidence and compliance with all state and federal laws, rules and regulations governing the privacy of such information, including as required under HIPAA.

4. Professional is familiar with and shall at all times abide by the applicable requirements of HIPAA, and other similar state or federal law, in the provision of services. Professional understands and acknowledges that Professional's breach of this Agreement with regard to the treatment of Confidential Information shall result in the immediate termination of Professional's relationship with MES and may subject Professional to sanctions under HIPAA.

5. Professional's obligations under this Agreement shall survive the termination of Professional's relationship with MES and shall continue indefinitely, or as otherwise provided by law.

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

Name: \_\_\_\_\_  
(print)



Request for Taxpayer Identification Number and Certification



Form W-9 (Substitute)

Give form to the requester. DO NOT send to the IRS

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part 1 below)	
Business Name	
Please check appropriate box: <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other: _____	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, State, and Zip Code	

Part I: Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see instructions. For other entities, it is your employer identification number (EIN).

List account number(s) here (optional)

Social Security Number [ ]

or

Employer Identification Number [ ]

Part II: For payees exempt from Backup Withholding, enter "Exempt" in the box below

Part III: Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions -You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Section references are to the Internal Revenue Code.

Purpose of Form - A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding, or (4) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

Note: If a requester gives you a form other than a W-9, you must use the requester's form if it is substantially similar to the Form W-9. What is Backup Withholding? - Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

Return via Fax to: 832.485.0386