

## Medical Lien and Assignment Agreement

Clinic Name: \_\_\_\_\_ ("Provider")

Patient Name: \_\_\_\_\_ ("Patient")

### RECITALS

- A. Patient has or will receive rehabilitation services from Provider ("Care") for a liability-related injury Patient sustained on or about \_\_\_\_\_ ("Injury").
- B. Provider is willing to collect solely on Patient's balance against any sums available and to file a medical lien for any outstanding balances for Patient's Care.
- C. Patient wishes to assign the right to collect payment for Care to Provider.
- D. Patient wishes to grant Provider the authority to file a medical lien for any outstanding balances related to the Care rather than being immediately responsible for the balance.

Now therefore, Patient acknowledges and agrees to the following:

- 1. Patient has received or may receive Care from Provider resulting in a balance due ("Balance").
- 2. Patient acknowledges Provider has provided Care for the Injury upon the promise of payment and has also assumed the burden of enforcing payment obligations or any insurer for benefits due or past due for such Care of the Injury.
- 3. Lien. A lien is granted for all charges related to the Care Provider has provided. This lien will apply to proceeds acquired through the exercise of any rights arising from any claim, recovery, judgment, settlement, or adjudication of any claim made by or available to me against any individual, entity, or insurance company which led me to seek and obtain the Care.
- 4. Assignment. I assign to Provider the right to enforce collection of any Balance for which charges are payable under any policy of insurance. This assignment includes, in Provider's sole discretion, the right to consider appeal of a payment denial under any procedure outlined in any insurance policy and the right to file suit to enforce the payment of benefits due or past due for the Care provided and resulting charges under any policy of insurance. This assignment does not include claims unrelated to the Injury, nor to any benefits when there is no Balance.
- 5. Power of Attorney. Provider or its agent is designated as my attorney-in-fact with respect to any action taken in pursuit of collection against the Balance. This power of attorney will cover the collection of any Balances presently due, past due following the delivery of Care, and Balances that may become due.
- 6. Priority. I further instruct my attorneys to treat the Balance and related lien as a first lien upon any monies recovered, from whatever source, disclaiming any common fund, and to pay the amount of this Lien in full, without regard to any costs or attorney fees I may incur. I further instruct my attorneys to advise Provider as to the existence of any claim asserted on my behalf relating to the Care or Balance, so Provider may seek its own counsel to enforce this Lien and Assignment.
- 7. Risk. Provider assumes the risk for collection in the event it pursues collection from insurance, so Patient's liability will be discharged by any settlement or judgment from insurance.
- 8. This assignment will be irrevocable unless terminated by Provider in writing. To the extent any provision is determined to be unenforceable, it is my intent the remaining provisions be enforced.

PATIENT SIGNATURE: \_\_\_\_\_

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