

AGREEMENT TO PAY/CONTRACTUAL LIEN AND ASSIGNMENT BY PATIENT

I have engaged ORTHOGROUP, LLC ("ORTHOGROUP, LLC"), either directly or through a medical lien company, to facilitate the provision of treatment and services by Louisville Orthopaedic Clinic ("PROVIDER") prior to the resolution of my personal injury claim. I understand that ORTHOGROUP, LLC is directly responsible for paying PROVIDER for the fees and charges related to treatment and services provided to me and that I am fully responsible to ORTHOGROUP, LLC and/or its assigns for all fees and other charges relating to treatment and services furnished to me. I irrevocably agree to pay ORTHOGROUP, LLC and/or its assigns all fees and other charges relating to treatment and services provided to me. My payment is in consideration for PROVIDER, ORTHOGROUP, LLC and/or its assigns agreeing to await payment, to provide PROVIDER, ORTHOGROUP, LLC and/or its assigns with additional assurance of payment and to induce PROVIDER to continue to render services to me. I agree that PROVIDER, ORTHOGROUP, LLC and/or its assigns' promise to accept deferred payment for medical treatment and services constitutes good and valuable consideration. I also irrevocably assign to PROVIDER, ORTHOGROUP, LLC and/or its assigns a continuing first-priority and exclusive security interest in the proceeds (net of attorney fees and expenses) that may be recovered on my behalf, regardless of the source (collectively the "RECOVERY"). This assignment is an assignment of my rights, title and interest in the RECOVERY and not an assignment of any of my causes of action.

I represent that no governmental healthcare program, health insurance policy or worker's compensation carrier is offering coverage for my medical care, or if such coverage is available, I am specifically instructing PROVIDER, ORTHOGROUP, LLC and/or its assigns to not submit its charges to such carrier or governmental program. I agree to indemnify and hold harmless PROVIDER, ORTHOGROUP, LLC and/or its assigns for all losses arising out of, based upon, or resulting from the application of any statute or regulation limiting, in whole or in part, PROVIDER, ORTHOGROUP, LLC and/or its assigns' recovery of the full amount of the charges. I also represent that I am not eligible for financial assistance under the PROVIDER'S financial assistance policy, and/or if I am entitled to financial assistance, I voluntarily and irrevocably waive any right to such financial assistance. I agree that because I am using this assignment to obtain medical care from PROVIDER on a lien, I will not also submit any of PROVIDER'S medical bills arising out of this lien for payment to another third-party payor, private health insurance plan, workers' compensation plan, occupational accident plan, or government sponsored health plan, including but not limited to, Medicare, Medicaid, VA, CHAMPUS, or any state funded program.

If I change attorneys at any time, I agree to notify my new attorney of this assignment and lien. If my representation changes or is terminated, or if my address or telephone number changes, I agree to notify PROVIDER, ORTHOGROUP, LLC and/or its assigns within 10 days. I further understand that this agreement does not make my obligation to pay all amounts due PROVIDER, ORTHOGROUP, LLC and/or its assigns contingent upon achieving the RECOVERY, and that I remain personally responsible for payment of same regardless of whether the RECOVERY, in any amount, is achieved or whether the amount of the RECOVERY is sufficient to pay the entire outstanding balance owed to PROVIDER, ORTHOGROUP, LLC and/or its assigns. I further understand and agree that I am obligated to pay the entire outstanding balance owed to PROVIDER, ORTHOGROUP, LLC and/or its assigns regardless of whether the medical treatment was successful and provided relief, or whether the treatment was related to the injuries that serve as the basis of my claim or lawsuit.

Any and all rights assigned and/or liens or security interests granted under this agreement will likely be assigned by PROVIDER or ORTHOGROUP, LLC to a third party assignee. I expressly waive any and all objections to any such assignment. In the event of an assignment, I understand and agree that any payment made by such third party assignee to PROVIDER or ORTHOGROUP, LLC is not made on my behalf or to otherwise reduce or liquidate the amount that I owe PROVIDER, ORTHOGROUP, LLC and/or the third party assignee. I understand and agree that, regardless of the amount paid by the third party assignee to PROVIDER or ORTHOGROUP, LLC, I will continue to be responsible for paying the full amount of PROVIDER'S medical bills.

During the period of time from when PROVIDER performs any health care service or treatment until the time I or my attorney pay PROVIDER, ORTHOGROUP, LLC and/or its assigns in full for such service or treatment, any applicable statute of limitations relating to PROVIDER'S, ORTHOGROUP, LLC'S and/or its assigns' right to pursue payment of the balance due shall be tolled. I further agree that this assignment shall be governed by the laws of the State of Texas. I agree that any litigation relating to this assignment shall be brought in the state courts located in Travis County, Texas, and I hereby consent to the jurisdiction of such courts.

If a legal action, arbitration or other proceeding is brought related to this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the prevailing party will be entitled to recover all attorney fees, costs and expenses incurred.

IN WITNESS WHEREOF, the undersigned executes this agreement this [redacted] day of [redacted], 201[redacted].

PATIENT
Print: _____