

Medical Provider Information		Patient Information	
Name		Patient	
Business Name		Address	
Address		Attorney	
Phone () -		Attorney Address	
Fax () -			
Email		Phone () -	

Agreement and Assignment by Patient of Proceeds of Recovery, Directive, and Authorization to Attorney to Pay Physician

I, _____ (“PATIENT”), understand and acknowledge that I am fully and directly responsible to _____ M.D. (“PHYSICIAN”) for all fees and other charges relating to treatment and services provided to me. In consideration for PHYSICIAN agreeing to await payment, and in order to provide PHYSICIAN with additional assurance of payment and to induce PHYSICIAN to continue to render services to me, I hereby irrevocably assign to PHYSICIAN from the proceeds that may be recovered on my behalf as the result of any compromise, settlement, arbitration, mediation, litigation, award, judgment or verdict, or any other collection activities on my pending claim for compensation for damages sustained in the accident on the above date, or in any subsequent action I may have to recover damages for personal injuries (collectively “Recovery”), an amount equal to all such sums as may be due PHYSICIAN for any and all medical treatment or services rendered to me both by reason of the injury, medical condition, accident or occurrence which is the subject of the above claim or pending matter, and/or by reason of any other unpaid bills for medical treatment and/or services provided to me by PHYSICIAN.

I hereby irrevocably authorize and direct you, my Attorney, _____, to immediately advise PHYSICIAN of the anticipated receipt of the Recovery, and immediately upon receipt of an invoice from PHYSICIAN, to pay directly to PHYSICIAN the full amount of all such sums as may be due and owing PHYSICIAN, or any balance thereof from moneys received on my behalf of as a result of the Recovery from the proceeds thereof.

I further understand that in the event I dispute the amount of any unpaid PHYSICIAN bills, you as my attorney are ethically bound to hold moneys in such an amount in your Escrow or Trust Account and withhold such amount in dispute from the moneys distributed to me from any Recovery, and hold same until such time as the issue under dispute is settled.



I further understand that this agreement in no matter whatsoever makes PATIENT's obligation to pay all amounts due PHYSICIAN contingent upon achieving the Recovery, and I further understand that I remain personally responsible for payment of same regardless of whether the Recovery, in any amount is achieved, and the agreement of the PHYSICIAN from demanding immediate payment for services previously rendered does not constitute a waiver of the right to demand immediate payment for any services rendered that may be thereafter.

This agreement shall constitute an irrevocable assignment and lien on any moneys collected or received as a result of the injury or condition for which PHYSICIAN treats PATIENT.

The right to recover proceeds assigned under this "lien" agreement may be assigned by PHYSICIAN to a third party. PATIENT hereby instructs PATIENT'S attorney to accord the same respects, rights and privileges to any third party assignee as the attorney would accord to PHYSICIAN under the terms and conditions of this agreement.

The present amount due and owing to PHYSICIAN for services provided is \$_____. This amount is subject to change as more services are provided. PATIENT directs PATIENT'S Attorney to contact PHYSICIAN for the final lien amount owed to PHYSICIAN prior to disbursing any proceeds to PATIENT.

Patient's Signature: _____ Date: _____

Witness: _____ Date: _____

PROTECTION AS TO OUTSTANDING CHARGES:

The undersigned are above Client's attorneys. We acknowledge that the Client has irrevocably assigned to PHYSICIAN to be paid out of the proceeds of any recovery on a personal injury claim arising out of the above-referenced accident or occurrence an amount equal to any balance which may be due PHYSICIAN for treatment or other services rendered by Physician to Client, whether or not related to the accident or occurrence which is the basis of the claim, per the attached agreement executed by the Client on _____, and agree to honor such assignment in accordance with its terms.

If the above Client recovers money damages from any person or entity which may be liable, or otherwise responsible for paying such damages, we agree to withhold from any check or draft in which we are an additional named payee, sufficient funds, after deduction of attorney's fees and costs, to pay any outstanding amounts owed to PHYSICIAN.

BALANCE CONFIRMATION:

We will use best efforts to advise you when recovery is imminent, and shall request from you at that time a balance confirmation.

Dated: _____

Attorney for Plaintiff

