



LIEN, ASSIGNMENT AND AUTHORIZATION

The rights and powers identified in this Lien, Assignment and Authorization (the “Agreement”) are hereby granted, as of the date indicated below, by _____ (“Patient”) to Physical Therapy Professionals, Inc., any physician/contractor of Physical Therapy Professionals, Inc., (referred to jointly and individually as “Medical Providers”).

WHEREAS, Patient desires to receive health care services from Medical Providers for treatment of injuries sustained as a result of an incident that occurred on or about _____ (the “Incident”); and

WHEREAS, Patient may not be able to provide immediate personal payment, insurance coverage or other form of payment to Medical Providers for the health care services.

THEREFOR, Medical Providers agree to provide health care services to Patient, and Patient agrees to accept the health care services from Medical Providers pursuant to the following terms:

I. LIEN:

- A. Patient agrees to have a lien placed on any funds received or awarded pursuant to a settlement, judgment or other payment from any legally responsible party or insurance company (a “Lien”) arising from Patient’s legal claim for damages related to the Incident, including, but not limited to, a bodily injury liability claim, an uninsured or underinsured motorist claim, workers’ compensation claim, or any other insurance or other claim for damages. This Lien is granted to each of the Medical Providers who provide health care services to Patient for injuries sustained as a result of the Incident.
- B. **Patient agrees and instructs any insurance company or other responsible party making payment, that any check or draft payable to Patient related to the Incident will be made payable jointly to Patient and to each of the Medical Providers who provide health care services to the Patient for injuries sustained as a result of the Incident.**
- C. Patient understands that Patient is directly and fully responsible to Medical Providers for treatment rendered pursuant to this Agreement, and that this Agreement is made solely for additional protection and consideration of the Medical Providers. Patient further understands that such payment is not contingent on any settlement, claim, judgment or verdict, which Patient may eventually recover. In the event of non-payment or reduced payment by any insurance company, health care benefit plan or any other party liable to Patient for payment of health care costs incurred by Patient as a result of services rendered by the Medical Providers, Patient agrees to be responsible for any such outstanding balance. Interest at a rate of 9% per year, compounded annually, will apply to all outstanding balances.
- D. Patient authorizes and directs any attorney representing Patient to honor this Lien and make payment in accordance with this Lien directly to one or more of the Medical Providers from the attorney’s COLTAF trust fund account. In the event that there is a dispute on payment of all or a part of bills covered by this Agreement, Patient agrees to instruct Patient’s attorney to hold the full amount of one or more of the Medical Providers’ bills in the attorney’s COLTAF trust fund until an agreement is reached on payment or a court decides the matter.
- E. Patient agrees that in the event Patient or Patient’s attorney receives any check or draft from an insurance company, paying any bills of one or more of the Medical Providers, Patient or Patient’s attorney agrees to act as a fiduciary agent for the Medical Providers, and will immediately deliver the check or draft to these entities to be applied to Patient’s debt for services rendered.

II. ASSIGNMENT:

- A. Patient assigns to each of the Medical Providers any and all benefits and payments from the Patient's medical insurance company, Med-Pay insurer, workers' compensation insurer, and/or any other health benefit plan for services provided by Medical Providers related to the Incident. Patient also assigns to each of the Medical Providers all contractual rights and legal causes of action Patient has against Patient's medical insurance company, Med-Pay insurer or any other health benefit plan that fails to properly pay the Patient's bills from a Medical Provider related to health care services provided for injuries sustained in the Incident.

III. AUTHORIZATION:

- A. Patient authorizes and directs Patient's attorney to disclose any settlement or collected judgment amounts, distribution sheet and final accounting by Patient's attorney on the Patient's legal case related to the Incident to one or all of the Medical Providers. Patient waives any attorney/client privilege as it relates to any terms, distribution and final accounting of any funds collected and monies paid from a settlement or payment on a judgment related to the Incident.
- B. Patient authorizes and directs any third party insurance company to disclose the settlement amounts, dates of settlement and terms to one or all of the Medical Providers.
- C. Patient authorizes each Medical Provider to receive a complete copy of Patient's insurance policy, including any declaration pages, endorsements, conditions, limitations, benefits, exclusions and policy limits.

IV. GENERAL:

- A. Patient fully understands and agrees that this Agreement is irrevocable.
- B. Patient agrees to complete the information requested in Exhibit A to this Agreement, and such Exhibit A is incorporated into this Agreement by reference.
- C. In the event of a breach of this Agreement, the prevailing party is entitled to its reasonable attorney fees and costs incurred to enforce this Agreement.
- D. Patient agrees that, as an additional inducement to each Medical Provider's decision to provide or fund health care on a lien basis, that (1) Patient has no intention to file any bankruptcy proceedings either now or in the future in which Patient will seek to discharge any portion of the bills that Patient owes to a Medical Provider; (2) in the event that Patient does file a bankruptcy petition in the future, that any effort by Patient to discharge a Medical Provider's bills would be in bad faith and would be a fraud on such Medical Provider, and (3) in the event that Patient files a bankruptcy petition in the future seeking a discharge of any bills of a Medical Provider, that such Medical Provider shall be entitled to a priority and secured lien on shall still be entitled to a priority and secured lien on any bodily injury, uninsured, underinsured or other settlement for personal injuries that Patient obtains as a result of submitting Medical Providers' bills and treatment records. Patient agrees that the Medical Providers are providing health care on a lien basis and each Medical Provider is relying on Patient's representations that Patient will pay the bills out of the proceeds of any insurance settlement, judgment or other payment from any legally responsible party or insurance company related to the Incident.

Patient Signature: _____

_____ Date

Medical Provider: Physical Therapy Professionals _____

_____ Date

By: _____

Title: _____