



HARDY PAIN AND SPINE INSTITUTE

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PATIENT / ATTORNEY MEDICAL LIEN AND IRREVOCABLE ASSIGNMENT OF PROCEEDS

PATIENT NAME:	DATE OF BIRTH:
PATIENT ADDRESS:	PATIENT PHONE:
CITY / STATE / ZIP:	PATIENT EMAIL:
DATE OF INJURY / INCIDENT:	CLAIM # (if known):
ATTORNEY / FIRM:	ATTORNEY PHONE / FAX:
ATTORNEY ADDRESS:	ATTORNEY EMAIL:

- 1. Authorization to release records.** Patient authorizes and directs Hardy Pain and Spine Institute ("Provider") to furnish Attorney with all reports, findings, interpretations, impressions, diagnoses, bills, and records of any and all examinations and diagnostic studies Provider may perform on Patient, including those performed in connection with any accident in which Patient was involved. Patient authorizes Attorney and Provider to communicate directly regarding the status of Patient and the case, directs Attorney to answer all questions Provider may ask concerning Patient or the case, and waives HIPAA protection as between Attorney and Provider for that purpose. This provision extends to and protects any Assignee.
- 2. Direction to pay and lien.** Patient authorizes and directs Attorney, and any subsequent attorney Patient may retain, to pay Provider directly all amounts due and owing for medical services rendered to Patient both in connection with the incident identified above and for services unrelated to that incident, and to withhold from any settlement, judgment, verdict, compromise, court ruling, or other economic recovery such sums as are necessary to protect Provider in full before disbursing any payment to Patient. Patient grants Provider a lien, pursuant to Nevada law, on any such recovery, including any amounts held by Attorney that are payable to Patient from the above-specified injury or incident.
- 3. Irrevocable assignment of proceeds.** Patient irrevocably and absolutely assigns to Provider all monetary proceeds, payments, sums, and amounts represented by any settlement, judgment, verdict, compromise, or other economic recovery related in any manner to the incident, to the extent of Provider's billed and invoiced charges. Patient acknowledges that proceeds so assigned are no longer Patient's property and are the property of Provider to that extent. Sums assigned shall be applied toward satisfaction of this lien and Patient's outstanding account. This assignment concerns proceeds only and does not transfer control of the claim.
- 4. Patient remains personally responsible.** Notwithstanding this agreement, Patient is directly and fully responsible to Provider for all charges for services provided, regardless of the outcome of the case and even if the case is not won or no recovery is obtained. This agreement is made solely as additional protection and in consideration of Provider agreeing to await payment rather than requiring payment at the time of service. Patient understands and agrees that this agreement tolls any law that limits the time within which Provider may take action to collect amounts Patient may owe for the services provided, and that Patient's obligation to pay the same is not contingent on Patient receiving any recovery in the case.
- 5. Charges acknowledged.** Patient acknowledges that Provider's charges are established in consideration of the nature of the services provided and the risks associated with awaiting payment until Patient's claim is resolved. Patient has had the opportunity to inquire regarding Provider's charges and agrees that the charges billed for services actually rendered are due and owing, subject to applicable law. This Agreement is intended solely to provide additional security for payment and does not constitute a payment plan or an agreement by Provider to reduce, compromise, or otherwise alter the amounts owed.
- 6. Change of counsel; notice of settlement.** Patient agrees to notify, and hereby directs Attorney to notify, Provider if Patient changes attorney representation in connection with this incident, and Patient directs any new attorney to notify Provider in writing within forty-eight (48) hours of retention that the new attorney agrees to be bound by this agreement. Attorney agrees to provide notice of this lien to successor counsel upon withdrawal or substitution. Patient further agrees to notify, and hereby directs Attorney to notify, Provider in writing within two (2) weeks of the settlement of the case.
- 7. Assignment by Provider.** Provider reserves the right, in its discretion, to assign its rights under this agreement and the underlying account receivable to a third party ("Assignee") for any consideration Provider deems sufficient, and to provide the Assignee copies of records relating to the assigned portion of the account. Patient and Attorney acknowledge that they will be bound to the Assignee as if the Assignee were Provider, and that the amount the Assignee pays Provider is not necessarily the amount of the billed charges. Assignee may endorse and deposit checks made payable to Provider or Patient for dates of service purchased, and Provider and Assignee may bill directly any applicable insurance for medical payment or other benefits to which Patient may be entitled, including motor vehicle medical payments coverage. Such assignment does not affect the obligations of Patient or Attorney under, or the consents given in, this agreement.
- 8. Governing law; further assurances.** The laws of the State of Nevada govern the validity, construction, performance, and effect of this lien and assignment. If any provision of this agreement is held invalid or unenforceable, that provision shall be modified to the minimum extent necessary or severed, and the remaining provisions shall continue in full force and effect. Attorney and Provider shall execute any documents or instruments reasonably necessary or proper to effectuate the provisions and intent of this agreement.

PATIENT ACKNOWLEDGMENT: I have read this agreement in its entirety, I understand it, and I sign it voluntarily.

_____ PATIENT SIGNATURE	_____ PRINT NAME	_____ DATE
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ATTORNEY ACKNOWLEDGMENT: The undersigned, attorney of record for the above-named Patient, acknowledges this lien and irrevocable assignment, agrees to honor it, and agrees to withhold from any settlement, judgment, verdict, or other recovery such sums as may be necessary to adequately protect Provider, subject to applicable law and the attorney's professional obligations.

_____ ATTORNEY SIGNATURE	_____ PRINT NAME / FIRM	_____ DATE
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Attorney: please date, sign, and return one copy to Provider by fax (725) 900-9282 or email drhardy@hardypainspine.com. Keep one copy for your records.