

# LIEN CREATING AN IRREVOCABLE ASSIGNMENT OF PROCEEDS

Patient: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Provider: \_\_\_\_\_

Attorney: \_\_\_\_\_

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

## Agreement

Patient hereby grants Provider a Medical Lien, as defined herein and below and pursuant to Nevada law, inclusive, upon any sums awarded to Patient by judgment, or pursuant to a settlement or compromise, concerning the Accident, in the amount and to the extent of Provider's billed and invoiced charges, and Patient acknowledges that, as defined above, when a Patient assigns rights to the proceeds of a tort to this Medical Lien holder, those proceeds no longer belong to the Patient and are the sole property of the Provider. Therefore, Patient, by signing this agreement, agrees to the following:

1. Patient hereby authorizes and directs Attorney to pay directly to Provider such amounts as may be due and owing to Provider for all services rendered to Patient.
2. Patient further instructs Attorney, based on the Irrevocable Assignment of Proceeds, to withhold such sums owed to Provider from any settlement, judgment, compromise, court ruling, or verdict relating to the Accident in order to compensate Provider, and shall tender payment, in full, to Provider before disbursing any payment to Patient.
3. This Medical Lien shall specifically include all medical services and invoices related to the treatment of Patient, whether by Medical Provider or other health care provider working in relation to Medical Provider, including anesthesiology, radiology, neuro monitoring, surgery, other treatment, etc.
4. Patient hereby irrevocably and absolutely assigns to Provider any and 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/accident for which medical services were provided to Patient. The sums assigned shall be paid and deemed to reflect payments toward the satisfaction of this Medical Lien, and the outstanding account with Provider.
5. Patient and Attorney acknowledge that Provider reserves the right, in its discretion, to assign its rights under this Lien Contract and the underlying Account Receivable to a third-party (the "Assignee") for any consideration that Provider deems sufficient. Patient and Attorney further acknowledge that they will be bound by this Lien Contract to the Assignee as if Assignee were the Provider. The amount Assignee pays Provider will not necessarily be the total amount of the billed charges.
6. Patient and Attorney acknowledge that they are responsible for notifying Provider in the event Patient retains a new lawyer to represent Patient in connection with the Accident
7. Patient waives their right to HIPAA protections between Attorney and Provider and authorizes Attorney and Provider to disclose information regarding the status of Patient's case and medical care to each other, including exchanging any and all medical records. This provision shall include and protect any Assignee.
8. Patient represents that no person has stated, recommended, counseled, advised or otherwise suggested that Patient should not utilize any health insurance for services.
9. Patient acknowledges that Assignee has the right to endorse and deposit checks made payable to Provider or Patient for dates of service for which Assignee has purchased from Provider the right to payment for those services. Patient further authorizes Provider and Assignee to bill directly any applicable insurance company for any medical payment or other benefits to which Patient may be entitled under Patient's motor vehicle insurance.
10. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Medical Lien, Assignment, and Agreement.

## Definitions

- Lien or Medical Lien is to be understood to be a term of art that is defined by *Edward J. Achrem, Chtd. V. Expressway Plaza Ltd. Pshp.*, 112 Nev. 737, 724; see also *Gumm v. Mainor*, 118 Nev. 912, and *Michel v. Eighth Judicial District Court*, 117 Nev. 145, to create an Irrevocable Assignment of a Portion of tort Proceeds.
- Irrevocable Assignment of Proceeds is to be understood as defined in *Edward J. Achrem, Chtd. V. Expressway Plaza Ltd. Pshp.*, 112 Nev. 737 "[W]hen a client assigns rights to the proceeds of a tort to a creditor, those proceeds no longer belong to the client." See also *Gumm v. Mainor*, 118 Nev. 912, and *Michel v. Eighth Judicial District Court*, 117 Nev. 145, upholding the Medical Lien under Nevada law.

\_\_\_\_\_  
Patient signature

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

Agreed: \_\_\_\_\_

Attorney signature

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