

Lien and Security Agreement

The undersigned, _____ ("Patient") authorizes and recognizes the establishment of a lien in favor of _____ (_____) for all treatments, services, and surgeries performed and to be performed to Patient. This Lien and Security Agreement may include but is not limited to fees and costs originating from evaluation, consultation, surgery, rehabilitation, diagnostic testing, facility usage, and other services rendered to Patient. Patient therefore agrees as follows:

1. Financial Responsibility. Patient hereby grants to _____ all rights to payment from any and all proceeds derived from patient's claim or claims for personal injury in an amount equal to fees and costs of services provided to patient. Patient acknowledges that this lien is made solely for _____ and payment of entire obligation is not contingent on any settlement or judgment of award which patient may eventually receive.

2. Lien and Security. In consideration for awaiting payment, patient grants _____ a lien for amount due to _____ against and a security interest in any claim patient may have arising from an incident causing injury, pursuant to Article 9 of the Florida Uniform Commercial Code, as codified in Chapter 679 of the Florida Statutes.

3. Cooperation. Patient agrees to fully cooperate with _____ in collecting said amounts. If patient has retained an attorney, Patient hereby authorizes and instructs attorney to provide updates on the progression of all claims and litigation as requested by _____. Patient also authorizes and directs attorney to disclose any settlements or distribution of funds to _____. This shall include the disclosure of any distribution sheet or final accounting sheet if requested by _____. Patient agrees that in the event patient receives any check, draft, or other payment subject to this agreement, patient agrees to act as fiduciary agent for _____ and will immediately deliver said check or payment to _____ to be applied to patient's debt for services rendered. Patient agrees to notify _____ within 24 hours if the status of their representation should change, this includes any addition or substitution that differs from the attorney noted below.

4. Authorization. Patient instructs and directs attorney to issue payment directly to _____ immediately after receipt of funds for such sums outstanding to _____. Patient instructs and directs attorney to withhold upon receipt of any funds and place in a trust account such sums as may be due and owing to _____. Patient authorizes the liable party or parties or the insurance carriers indemnifying such liable party or parties to issue payment directly to _____ to satisfy sums due under this Lien and Security Agreement. Patient hereby assigns to _____ any and all causes of action to the extent of the sums due under this Lien and Security Agreement that Patient might have or that may exist in Patient's favor. Patient authorizes _____ to release the bills and account balance if _____ determines that such a release will aid in the collection of outstanding sums due under this lien. Patient authorizes the release of information to attorney including bills, notes, and any other information regarding or related to medical treatment received by Patient.

5. Entire Agreement. This Agreement constitutes the final, complete and exclusive statement of the terms of this agreement between the parties and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. No supplement, amendment, or modification of this lien shall be binding unless it is in writing and signed by patient and _____.

6. Enforceability. The law of the state of Florida shall apply in determining the meaning, effect and enforceability of this Agreement. Should litigation become necessary to enforce any of the rights of this Lien and Security Agreement, the prevailing party in such litigation shall be entitled to recover all reasonable costs, including attorneys fees and out of pocket expenses. The parties consent to Hillsborough County, Florida as the exclusive venue.

7. Severability. If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforce ability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

8. Acknowledgment. The fees paid to medical providers vary depending upon the method of payment, and that the fees paid by one patient may be higher or lower than the fees paid by another patient, depending on contractual rights, government regulations, or negotiated payment arrangements between the provider and the payor. I further acknowledge that the medical providers typically receive more for their services when paid by liens than if they were paid by insurance companies, government programs such as Medicaid and Medicare, or by the patient in cash.

By signing below you acknowledge and agree to all of the terms contained within this Lien and Security Agreement:

Patient (print name): _____ Patient Signature: _____

Social Security Number: _____ Date: _____

Attorney has read this Lien and Security Agreement in its entirety and agrees to all of the terms contained within. Attorney agrees to distribute funds directly to _____ for such sums outstanding and subject to the lien.

Attorney (print name): _____ Attorney Signature: _____

Name of Firm: _____ Date: _____

Address: _____ Phone: _____

A photogenic or facsimile copy of this Lien and Security Agreement shall be as valid as the original.
Please completely fill out and fax back to _____ at _____