



PHYSICIAN PRACTICE LIEN AGREEMENT

THIS PHYSICIAN PRACTICE LIEN AGREEMENT (the "Agreement") is hereby entered into by and among:

_____ ("Patient"),
Patient's Name

_____ ("Attorney"), and
Attorney's Name

Performance Orthopaedics, Dr. Stephanie Martin ("Provider")

WHEREAS, Patient was injured in an accident or incident and is seeking medical/diagnostic care from Provider for his/her injuries; and

WHEREAS, Attorney represents Patient in a claim or lawsuit (the "Legal Action") to recover damages arising from the accident or incident, including medical/diagnostic expenses; and

WHEREAS, Provider has agreed to render treatment to Patient without requiring payment at the time of rendering services;

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Patient acknowledges that, in accordance with the Health Information Portability and Accountability Act of 1996 ("HIPAA"), Patient's medical information relating to the Legal Action may be shared to manage and expedite Patient's medical treatment. Patient authorizes Provider to release any information needed by Attorney to pursue the Legal Action, including without limitation information (including billing information) regarding the examination, treatment, procedures and services rendered by Provider. Patient authorizes Attorney to secure, release, and disclose such medical treatment information with individuals and entities as deemed necessary to pursue the Legal Action, and Patient further agrees that examinations, diagnoses, medical treatments, films and reports can be shared with necessary parties involved in the Legal Action. Attorney acknowledges that Attorney has obtained a Release of Medical Information from Patient for purposes of communications regarding Patient's medical information. Patient expressly authorizes Attorney to keep Provider advised of the progress of the Legal Action at reasonable intervals.
2. Patient hereby grants to Provider a lien on the proceeds of any settlement, judgment or verdict in the Legal Action, which may be paid to Patient or to Attorney. Patient hereby notifies Attorney that Patient is giving Provider a lien on these benefits or settlement proceeds, and Patient hereby authorizes and directs Attorney to withhold such funds from any settlement, verdict or judgment that is rendered in the Legal Action and pay Provider directly from any such proceeds any sums due for medical services rendered to Patient. This lien is irrevocable and can only be satisfied by full payment of all sums due for medical services rendered, unless Provider expressly agrees otherwise in writing. Patient understands that any settlement, verdict or judgment proceeds cannot be disbursed to Patient without first satisfying this lien.
3. Should a dispute arise regarding payment of Provider's charges; Patient authorizes and directs Attorney to hold in escrow all monies sufficient to satisfy this lien until the dispute can be resolved. Patient and Attorney acknowledge that it would be a violation of Attorney's ethical duties to disburse the disputed funds prior to resolution of the lien dispute.
4. Patient understands and agrees that even though this lien has been given, Patient remains personally responsible for payment in full of Provider's fees for all services rendered, including without limitation fees for services provided at Provider's office locations (e.g., exams and office visits, x-rays, injections, DME, supplies, fees for Provider's services (e.g., surgical services) provided at any other facility. Patient is solely responsible for making appropriate arrangements for payment of such fees, including but not limited to insurance benefits. Patient acknowledges that this obligation to pay Provider's fees is not dependent on the outcome of Patient's court case. Provider and Patient agree that in the event it is necessary to enforce this Agreement in a court of law, then in addition to all damages and costs, the prevailing party shall be entitled to reasonable attorney's fees in the amount of 25% of the amount at issue.
5. Provider hereby agrees to await Patient's payment of Provider's fees until the Legal Action is resolved by settlement, judgment or verdict, except to the extent that payment is available from Patient's medical insurance.

6. Patient and Attorney hereby expressly acknowledge the validity and enforceability of Provider's lien as of the date Provider's treatment of Patient commences and expressly agree to be bound by the terms of this Agreement. Patient and Attorney expressly acknowledge that this Agreement constitutes actual notice of Provider's lien pursuant to OCGA §44-14-471(b), and Patient waives the right to assert any defense to the validity and enforceability of Provider's lien based on Provider's failure to perfect the lien in accordance with OCGA §44-14-471(a). Patient hereby directs and authorizes Attorney to provide actual notice of Provider's lien to all parties involved in the Legal Action in accordance with the requirements of OCGA §44-14-471(b), and Attorney agrees to be responsible for providing such notice. The parties agree that a photocopy of this Agreement shall be considered as valid as the original.
7. If Patient should retain new legal counsel, Attorney and Patient agree to notify Provider immediately upon such change. Patient shall direct such new legal counsel to execute another copy of this Agreement and deliver same to Provider.
8. This Agreement cannot be modified, amended or revoked by any party without the express written consent of all parties.
9. If the net recovery is less than the outstanding charges owed to all health care providers covered by letters of protection or lien rights, net settlement proceeds will be distributed on a pro rata basis or as required by legal priority under Georgia or other applicable law.

Acknowledgement by Patient

I acknowledge that this Agreement must be signed by myself and by my attorney before any medical services can be provided to me by Provider. I have been advised that if my attorney does not wish to cooperate in protecting Provider's interest, Provider will await payment and may declare the entire balance due and payable.

Patient's Signature _____
Date

Patient's Printed Name: _____

Patient's Address: _____

Performance Orthopaedics _____
Date

PATIENT'S ATTORNEY: Please sign, date and return one copy of this Agreement to University Orthopedics. Keep one copy for your records.

Accepted and approved:

Attorney's Signature _____
Date

Attorney's Printed Name: _____

Attorney's Address: _____