

# Patient Agreement For Lien Against Potential Recoveries From First Party Benefits And/Or Third Parties

This Patient Agreement for Lien Against Potential Recoveries From First And/Or Third parties ("Agreement") is between **Completely Natural Chiropractic, P.C.** ("Provider", "we", "us") and \_\_\_\_\_ ("Patient", "you") and is effective as of the date signed by Patient below.

## Recitals

Treating patients who have been injured by others, whether as a result of an auto accident, assault, battery, slip and fall, product liability, or similar incidents, presents challenges for both the patient and the health care provider. When you receive health care services from us, we typically bill your health insurer or obtain payment directly from you. Even with your payment of a deductible, co-insurance, or co-payment, the amount we receive from your health insurer is often less than the total charge for the services provided by us to you.

If you were injured as a result of another party's actions, you may have considered filing (or have already filed) a civil action against the person or entity whom you believe caused your injury. Either prior to, or following the filing of a lawsuit, you may recover amounts through settlement, judgment or otherwise that are intended to compensate you for the cost of the health services you receive from us including amounts, which have already been paid by your health insurer. These amounts are paid by the actual or potential defendant, a liability insurer for a third party who injured you, a private or public corporation, or similar entities who may bear financial responsibility for the injuries caused by the actual or potential defendant. You may also receive such amounts from applicable first party payer benefits such as "Med Pay", "PIP", "Uninsured Motorist", "Underinsured Motorist" or from an insurance benefit, separate from your health insurance.

We present all patients who receive care by us with this lien. This is because not all patients, at their time of registration/check-in and/or treatment:

- May have decided to file an injury claim against a recognized first and/or third party or tortfeasor; or
- May be aware that their condition or health problem could, in part or whole, be attributed to a third party or tortfeasor, through an injury claim filed at a later date or that their condition or health problem could be compensable in part or whole, through a first party benefit.

This lien applies for a period of five (5) years from the date of its signing by the patient. If a patient, at a future date, decides to file an injury claim to a liable third party payer or first party payer benefit, in lieu of or in addition to their health insurance and uses any of our billings relating to care for their injury, this lien / assignment of proceeds shall be enforced. The condition, which the patient presented with or received services for at the time of this Agreement's signing, may not necessarily be applicable to this lien; however, this does not preclude any future conditions or injuries from applying to this lien, within its time frame.

To permit us to recover the difference between those amounts we receive from you as a self-pay patient, or from your health insurer, and the normal, full charge, for the health care services provided to you, you agree as follows:

## Agreement

**1. Patient's Debt For Provider's Uncompensated Services.** In consideration for the Lien granted by Patient, Provider will provide health care services to Patient and accept payments from Patient's health insurer, or from Patient, in amounts that may be less than Provider's normal, full, customary charge for such health care services. Patient agrees that the amounts attributable to Provider's uncompensated health care services (i.e., the difference between Provider's normal, full, customary charge and the payments Provider receives from Patient or Patient's health insurer) will be a debt owed by Patient to Provider (*hereinafter* the "Uncompensated Amount"). Upon Patient's request, Provider will notify Patient of the Uncompensated Amounts by the end of the second monthly billing cycle following Patient's last appointment with Provider. Provider will *only* attempt to recover the Uncompensated Amounts if Patient seeks to collect (or actually collects), through claim or lawsuit, compensation or damages and relies on, or introduces into evidence, records of the health services Patient receives from Provider for the purpose of establishing Patient's entitlement to compensation or damages.

**2. Patient's Granting Of Lien To Provider.** In consideration for the health care services Patient receives from Provider, Patient grants to Provider a Lien, specific to assignment of proceeds against any amounts Patient recovers by settlement, judgment or otherwise against any first party payer benefit and/or any third party (other than Patient's health insurer) that includes compensation or damages attributable to the Uncompensated Amounts that are the subject of this Lien. The Lien shall be against that portion of Patient's recovery equal to the Uncompensated Amount.

**3. Provider Will Seek Payment Only From Amounts Recovered By Patient.** Provider will seek payment of the Uncompensated Amounts from those funds Patient recovers (or is entitled to recover) from a first and/or third party, other than Patient's health insurer, as compensation or damages. For example, if Patient uses Provider's invoices to recover amounts from a first party payer and/or a third party, other than Patient's health insurer, Provider may recover from Patient, or the first party payer and/or third party obligated to Patient, an amount equal to the Uncompensated Amount.

4. In The Event Of No First party Payer or Third party Recovery. If Patient does not recover, by way of settlement or judgment, an amount from any first party payer and/or third party that is intended to compensate Patient for the Uncompensated Amount, Provider *will not* enforce the Lien or seek to recover the Uncompensated Amounts from Patient.

5. Payment To PCI To Satisfy Lien. If Patient recovers, by settlement or judgment, either before or after a lawsuit is filed, from any first party payer and/or a third party, an amount that is intended to compensate Patient for the Uncompensated Amounts, Patient agrees to pay (inclusive of directing any first party payer, third party and/or the Patient's attorney, if applicable, to pay) an amount equal to the Uncompensated Amounts to Provider. Following full payment to Provider of the Uncompensated Amount, Provider will send Patient, by U.S. Mail, a release of Lien.

This Assignment of Proceeds/Lien granted by the Patient to the Provider shall not be modified or revoked without the expressed, written consent of the Provider. In witness whereof, Provider and Patient have executed this Agreement.

**Completely Natural Chiropractic, P.C.**

\_\_\_\_\_  
PATIENT'S Printed Name

\_\_\_\_\_  
PROVIDER

\_\_\_\_\_  
PATIENT'S Signature

\_\_\_\_\_  
PROVIDER REPRESENTATIVE Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date