



Funding Medical Procedures in Personal Injury Cases

MEDICAL LIEN CONTRACT

Date _____

Patient Name _____

Patient Date of Birth _____

Date of Loss _____

Payment to Provider: I, _____ (“Patient”), hereby authorize and direct you _____ (“Attorney”), to pay directly to _____ (“Provider”) AND/OR TO ANY ASSIGNEE OF PROVIDER AS SET FORTH IN THE PARAGRAPH IMMEDIATELY BELOW, such amounts as may be due and owing to Provider for all Treatment, which includes, but is not limited to, all services rendered by medical personnel, facility charges, and any supplies (including implants) associated with my medical care, regardless of whether such supplies are provided by the facility, the physician and/or any third-party vendor (the “Treatment”) I received as a result of the personal injuries I suffered on _____ (the “Incident”).

ASSIGNEE: SIERRA MEDICAL SERVICES, LLC.

Granting of Lien Rights: Patient hereby grants to Provider a lien, pursuant to Nevada law, upon any sums awarded to Patient or his/her personal representative, by judgment or pursuant to a settlement or compromise, in the amount and to the extent of Provider’s billed charges. This lien includes, but is not limited to, the charges for services rendered by medical personnel, facility charges, and any supplies (including implants) associated with the medical care of Patient, regardless of whether such supplies are provided by the facility, the physician and/or any third-party vendor which, in some cases, may be invoiced to the Assignee separately. This lien encumbers all available insurance coverages, including but not limited to liability, UIM, UM, Med-Pay, collision, etc, regardless of whose coverage it is. Patient authorizes Provider or Assignee to disclose whatever information is necessary in order to protect and/or perfect the lien rights granted hereunder. Patient hereby assigns said sums to Provider in satisfaction or partial satisfaction of this Lien.

Patient Initials: _____



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Assignment by Provider to Assignee: Patient and Attorney acknowledge that Provider reserves the right, in its sole and absolute discretion, to assign its rights under this Medical Lien Contract and the underlying Accounts Receivable to a third-party (the "Assignee"), most particularly, SIERRA MEDICAL SERVICES, LLC. for any consideration that Provider deems sufficient. Patient and Attorney further acknowledge that they will be bound by this Medical Lien Contract to the Assignee as if Assignee is the Provider. The amount Assignee pays Provider for Patient's Treatment will not necessarily be the total amount of the billed charges. The negotiated payment between an Assignee and Provider shall not change Patient's financial obligations to Assignee under the terms of this Medical Lien Contract, which are the billed charges for the Treatment.

Patient Initials: _____

Withholding of Funds for Benefit of Provider: Patient further instructs Attorney to withhold such sums from any settlement, judgment, court ruling, or verdict relating to the Incident to compensate Provider and shall tender payment in full to Provider or to Assignee before disbursing any payment to Patient.

Retention of New Attorney: Patient acknowledges that he or she is responsible for notifying Provider in the event Patient retains a new lawyer to represent Patient in connection with the Incident. If Patient retains a new lawyer, the new lawyer shall notify Provider in writing within forty-eight (48) hours of the retention that the new lawyer agrees to be bound by the terms of this Medical Lien Contract. Patient recognizes that this Medical Lien is and shall be fully enforceable regardless of any change or substitution of attorneys.

Authorization for Release of Medical Records: Patients authorizes Attorney to disclose information regarding the status of Patient's case to Provider or Assignee, if an assignment has been made, and agrees to execute an authorization/release to accomplish this disclosure. In the event of an assignment by the Provider, Patient hereby authorizes Provider to release any and all of Patient's medical records to the Assignee. Patient acknowledges and consents that the released information may contain alcohol, drug abuse, psychiatric, STDs, Genetic testing, AIDS information, or other abuse related information. This authorization for release of medical records will expire upon payment in full to Provider or Assignee. Patient may revoke the authorization for release of medical records at any time upon request. However, in the event Patient revokes the authorization, Patient shall be responsible for immediate payment in full of all amounts due and owing to Provider or Assignee. Further, the revocation of this authorization will not have any affect on any actions taken prior to receiving the revocation. Patient acknowledges that he or she may refuse to sign this authorization and that it is strictly voluntary. Patient further directs Attorney to do everything necessary to ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA).

Patient Initials: _____

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Provider Assumes Full Responsibility for Treatment: Patient expressly acknowledges that no Assignee (actual or potential) has directed, counseled or otherwise given advice to Patient or Provider as to the medical services, treatment and/or supplies to be provided to Patient. All decisions regarding the care and treatment of Patient have been and are being made solely by Patient and Provider. Patient further acknowledges and agrees that Assignee neither assumes nor bears any liability for any professional negligence by any health-care provider (including Provider) participating in the medical services and related medical treatments, nor has any Assignee counseled or given advice to Patient with respect to any medical services to be provided.

Patient Initials: _____

Representation Regarding Insurance: It is expressly understood by Patient that a potential or actual Assignee relies upon Patient's representation that no health insurance coverage exists when determining whether to obtain an assignment from the Provider. Alternatively, Assignee and Provider are relying upon the representation of Patient that they have elected not to utilize their health care coverage because they do not want to pay, or do not have the ability to pay, any co-payments; that they do not want to be required to meet and pay any deductible amounts due under the health care coverage; that they do not want to run the risk of having health insurance premiums increased for an Incident that was not their fault; and that they want to use health care providers who may not be within the network of providers available through said health care coverage. Patient additionally understand that, regardless of whether they proceed under health insurance or through this lien, they will be obligated upon recovery to pay some measure of consideration for the medical services being provided to them. Patient further affirmatively represents that no person has stated, recommended, counseled, advised or otherwise suggested that Patient should not utilize any health insurance for treatment to be rendered to Patient. Patient hereby understands that if health insurance information is not presented at the time of service and the Patient's account/accounts receivable is assigned at some time in the future to an assignee who pays consideration to acquire the account/accounts receivable inquire and assume financial cost and risks, Patient will not later claim that health insurance should have covered the service provided, nor shall Patient seek a discount from the assignee so as to pay an amount that an insurance payor would have purportedly paid if health insurance information had been initially furnished to Provider and Assignee shall have the right to collect the full amount of the billed charges.

Patient Initials: _____

Direct Payment to Provider or Assignee: Patient acknowledges that Assignee has the right to endorse and deposit checks made payable to Provider or Patient for Treatment rendered by Provider to Patient on 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.

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Waiver of Time Bar Defenses: Patient expressly waives any applicable time limitation defense, including any statute of limitations, statute of repose, or the equitable defense of laches regarding Provider or Assignee's right to recover payment for the Treatment rendered by Provider to Patient.

Entire Agreement: This Medical Lien Contract constitutes the final, complete and exclusive statement of the terms of the agreement between the parties. No party has been induced to enter into this Medical Lien Contract by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Medical Lien Contract. Further, this Medical Lien Contract may not be changed orally, but only by a written instrument executed by all parties to this Medical Lien Contract.

Construction: The terms and conditions of this Medical Lien Contract shall be construed as a whole according to its fair meaning and not strictly for or against any party. Patient, Attorney, and Provider acknowledge that each of them has reviewed this Agreement and has had the opportunity to have it reviewed by their attorneys and that any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Subrogation Contract, including any amendments.

Attorney's Fees: In any proceeding to enforce the terms of this Medical Lien Contract or to redress any violation of this Medical Lien Contract, the prevailing party shall be entitled to recover as damages its attorney's fees and costs incurred, whether or not the action is reduced to a final award or to judgment.

Binding Effect: This Medical Lien Contract shall inure to the benefit of and be binding upon Patient, Attorney, Provider and their respective heirs, successors, and assigns. Except as specifically provided herein, this Medical Lien Contract is not intended to create, and shall not create, any rights in any person who is not a party to this Medical Lien Contract.

Governing Law and Forum: The laws of the State of Nevada applicable to contracts made or to be wholly performed there (without giving effect to choice of law or conflict of law principles) shall govern the validity, construction, performance and effect of this Agreement.

Partial Invalidity: If any term of this Medical Lien Contract or the application of any term of this Medical Lien Contract should be held to be invalid, void or unenforceable, all provisions, covenants and conditions of this Agreement, and all of its applications, not held invalid, void or unenforceable, shall continue in full force and effect and shall not be affected, impaired or invalidated in any way.

Necessary Action: Patient, Attorney, and Provider shall do any act or thing and execute any or all documents or instruments necessary or proper to effectuate the provisions and intent of this Medical Lien Contract.

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PATIENT REPRESENTS TO PROVIDER AND ASSIGNEE THAT PATIENT HAS BEEN GIVEN THE OPPORTUNITY TO HAVE HIS OR HER LEGAL COUNSEL REVIEW THIS MEDICAL LIEN CONTRACT AND HAS EITHER DONE SO OR HEREBY WAIVES THE RIGHT TO DO SO AND EXECUTES THIS MEDICAL LIEN CONTRACT WITH FULL KNOWLEDGE AND UNDERSTANDING OF ITS TERMS AND CONDITIONS, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Patient's Signature

Date

Patient's Name (please print)

Date of Birth

Date of Accident

Provider

Patient's Address

The undersigned, being attorney of record for the above Patient, does hereby agree to withhold from any settlement, judgment, court ruling, or verdict issued, rendered, or agreed to relating to the Incident sufficient funds to compensate Provider or Assignee (Sierra Medical Services) and shall tender payment in full to Provider or Assignee before disbursing any payment to Patient. Attorney agrees that if there is a dispute between parties, such dispute shall be governed by Nevada law. Attorney acknowledges that Assignee has not counseled nor given advice to Attorney with respect to the provision of any legal services. If Attorney is discharged from representation of Patient, withdraws from the representation of Patient, or closes Patient's file without receiving any payments, then Attorney agrees to notify Provider or Assignee within forty-eight (48) hours of such discharge, withdrawal, or closing.

ASSIGNMENT OF THIS MEDICAL LIEN TO SIERRA MEDICAL SERVICES, LLC IS HEREBY ACKNOWLEDGED.

Attorney's Signature: _____

Law Firm: _____ Date: _____

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