

Please fax back to = California Spine Care – Fax # 925 691 1707

Patient Name: _____

Attorney Name: _____

Attorney Fax #: _____

Today's Date: _____

ASSIGNMENT OF BENEFITS/ MEDICAL LIEN AND SECURITY AGREEMENT

1. Provider's Lien. I, **Patient's Name**, (hereinafter referred to as PATIENT), hereby grant to Santi Rao, M.D. (hereinafter PROVIDER) all rights to payment from PATIENT'S claim for personal injury which occurred on or about **Date of Injury**, (hereinafter CLAIM), in an amount equal to gross fees for medical services performed by Provider, to PATIENT or PATIENT'S minor children.

PATIENT gives authority and instructs the attorney of record, **Name of Attorney** _____ (Hereinafter ATTORNEY) to make payment directly and immediately to PROVIDER from the amount obtained by ATTORNEY in his settlement, award or judgement of the above-mentioned claim. PATIENT understands this notice constitutes a lien in favor of PROVIDER, on the proceeds of PATIENT'S claim. PATIENT further authorizes ATTORNEY to withhold such sums as may be necessary to adequately protect PROVIDER against any and all creditors.

PATIENT fully understands that he/she is directly and fully responsible to PROVIDER for all medical bills submitted by him/her for services rendered. PATIENT acknowledges that this agreement is made solely for PROVIDER'S additional protection and consideration of his/her awaiting payment. PATIENT further understands that such payment is not contingent on any settlement, judgement or verdict, which PATIENT eventually may recover.

PATIENT hereby instructs that in the event another ATTORNEY is substituted or associated in this matter, the new ATTORNEY honor this lien as inherent to the settlement and enforceable upon the case as if it were executed by him/her. This lien constitutes a notice to any attorney responsible for this claim. For purposes of this contract, ATTORNEY shall refer to the attorney named herein, or any attorney who is subsequently substituted or associated in the handling of PATIENT'S CLAIM.

2. Assignments. PATIENT understands that all of PROVIDER'S rights under this contract, including the lien are freely alienable, and PROVIDER may assign these rights in full to a third party, herein ASSIGNEE, of PROVIDER'S choosing. PATIENT expressly authorizes PROVIDER to furnish ASSIGNEE with all medical bills, medical records and other documents which are the subject of this lien; PATIENT expressly waives her right of privacy with regard to all medical information provided to ASSIGNEE.

PATIENT understands, and ATTORNEY acknowledges, in the event of such an assignment, all of PATIENT'S and ATTORNEY'S duties and obligations associated with this contract, including but not limited to the duty to pay, as well as the duty to inform, will be enforceable by ASSIGNEE.

3. Revocation. PATIENT herein expressly agrees not to revoke, modify, or alter this agreement and the same shall remain a lien, not to be discharged until such time as PROVIDER or PROVIDER'S ASSIGNEE is fully compensated for services rendered to PATIENT and other persons pursuant to the PATIENT/PROVIDER contract.

4. Substitution of Attorney. PROVIDER has agreed, under the terms of this medical lien, to provide medical services to PATIENT upon the basis that PATIENT has retained an attorney acceptable to PROVIDER duly licensed to practice law in the state where jurisdiction lies, and that PROVIDER is relying on PATIENT'S continued attorney-client relationship with PATIENT'S chosen ATTORNEY. In the event that PATIENT, for any reason, terminates the attorney-

client relationship with PATIENT'S chosen ATTORNEY, then:

- A. PATIENT shall immediately notify PROVIDER; and
- B. PATIENT agrees to retain another attorney , who will execute this agreement; and
- C. In the event PATIENT fails to retain counsel within fourteen (14) days, chooses an ATTORNEY not acceptable to PROVIDER or the ATTORNEY fails or refuses to execute this document, PATIENT shall be in default of this agreement and subject to all remedies including acceleration of all debts making them immediately due and payable and subject to monthly interest at the rate of one percent (1%) per month, from the date of default.

PATIENT ACKNOWLEDGES that this agreement is made for the PROVIDER'S protection and in consideration of PROVIDER'S agreement to provide services on a lien basis.

5. Restriction to Disburse. PATIENT and PATIENT'S ATTORNEY specifically agree not to disburse any funds from PATIENT'S settlement (including to PATIENT or ATTORNEY) until this lien has been satisfied.

6. Attorney's Fees/collection. Should litigation become necessary to enforce any of the rights of this agreement, the prevailing party of such litigation shall be entitled to all reasonable costs, including ATTORNEY's fees. Furthermore, in the event of any collection activities being necessary, PATIENT agrees to pay any and all collection fees.

7. Modification. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by both parties.

8. Word Usage. Unless the context clearly requires otherwise, (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine, and neuter genders shall each be deemed to include the others; (c) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; and (e) "includes" and "including" are not limited.

9. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the 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.

10. 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 enforceability 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.

11. Ambiguities. Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

12. Counterparts. This agreement may be executed by the parties hereto in separate counterparts, each of which shall be deemed to be an original and all of which when taken shall constitute but one and the same agreement.

13. Applicable Law. This agreement shall be governed by the Law of the State of California.

14. Execution. I have had an opportunity to be, and have been, represented in the above agreement by counsel of my own choosing. I have read the agreement, my counsel has fully explained its contents to me, and I am aware of its legal effect. I consent to the agreement and agree to be bound by it. PATIENT understands that this document is not effective, nor shall any monies be obligated or paid until the signatures of both PATIENT and ATTORNEY are affixed hereto.

PATIENT _____ **Date** _____

By: _____

On this ____ day of _____, 2011

The undersigned being the ATTORNEY of record for the above patient does hereby agree to observe all of the terms of the above, and agrees to withhold such sums from any settlement, judgment or verdicts as may be necessary to adequately protect PROVIDER. ATTORNEY agrees that an equitable distribution will be considered in the event funds received from any settlement are inadequate to cover all lienholders.

ATTORNEY _____ **Date** _____

By: _____

On this ____ day of _____, 2011