

PROVIDER/ PATIENT/ ATTORNEY
CLAIM AGREEMENT AND LIEN

PROVIDER: _____

PATIENT: _____

DATE OF INCIDENT OR SERVICE: _____

Please Note- The purpose of this agreement is to afford the patient access to needed medical care and treatment that the patient may not otherwise be in a financial position to receive. The patient appreciates the provider's expertise, medical care, and compassion by agreeing to enter into this agreement.

This agreement is entered into among the above-indicated provider, patient, and Jackson & Wilson (J&W), a professional law corporation, in consideration of the mutual obligations set forth herein and establishes their responsibilities to each other during the pendency of the patient's claim arising from the above-referenced incident.

1. J&W hereby agrees that J&W is a party to this contract and further recognizes that J&W and the patient are receiving certain benefits from this agreement which constitute valid consideration and as such, J&W is bound by the terms of this contract.

2. Patient hereby gives a lien to provider against all proceeds derived from this claim after attorney's fees and costs (whether by settlement, judgment, or otherwise) to secure

payment of all reasonable fees owed to provider by patient for treatment arising out of injuries sustained, as of the time such proceeds are received. Patient hereby directs J&W to honor said lien and to pay such sums as are secured hereby directly to provider, as soon as possible after any proceeds are received.

3. Patient hereby expressly recognizes that even though this lien has been given, patient still remains personally responsible to provider for provider's fees and that payment of said fees must be made by patient regardless of whether any money is received through this claim.

4. Patient and provider hereby agree to submit any disputes concerning provider's fees to a non-binding mediation and arbitration conducted by JAMS, Judicate West, or any other qualified person mutually agreeable by all parties. Until said dispute is resolved, J&W agrees to hold in trust a sufficient amount of patient's proceeds to satisfy provider's claimed fee.

5. Provider hereby agrees to await patient's personal payment of fees until this claim is concluded (except to the extent that payment is available from insurance which provides health care benefits for patient) and to be available to J&W, upon reasonable notice and for reasonable compensation (as agreed upon between provider and J&W) for consultations, depositions and court appearances. Outstanding balances shall

incur interest at the rate of 10% per annum.

6. J&W and patient hereby agree to notify provider, immediately, should patient retain new legal counsel. Patient agrees to direct new legal counsel to execute another copy of this Claim Agreement and Lien when one is furnished by provider.

7. Before J&W distributes any monies received through this claim, J&W agrees to request and provider shall communicate a prompt and full disclosure to J&W in regards to the patient's outstanding account balance, if any.

8. Should any party seek judicial enforcement of this agreement, the prevailing party shall be entitled to reasonable attorney's fees.

9. This Claim Agreement and Lien cannot be modified, changed, or revoked by any party without the express written consent of all parties.

Patient _____

Provider _____

J&W/Attorney _____