

**PHYSICIAN LIEN, PARTIAL ASSIGNMENT OF CAUSE OF ACTION, ASSIGNMENT OR PROCEEDS, CONTRACTUAL LIEN AND AUTHORIZATION ("Agreement")**

I hereby direct any and all insurance carriers, attorneys, agencies, governmental departments, companies, individual, and/or other legal entities ("payers"), which may elect or be obligated to pay, provide or distribute benefits to me for any medical conditions, accidents, injuries, or illnesses, for which medical treatment or medical services were rendered hereunder ("condition") to pay directly to and exclusively in the name of, Kerry C. Latch, M.D. (Dr. Latch, Dr. Samuelson and or Office) such sums as may be owing to Kerry C. Latch, M.D. and Christian Samuelson, M.D. for charges incurred by me at their office relating to my condition and pay directly to and exclusively in the name of Kerry C. Latch, M.D. and Christian Samuelson, M.D.. such sums as may be owing to the doctors for charges incurred by me, including charges for treatment, narrative reports, depositions, testimony, and any other charges incurred by me at the office ("charges").

I further grant a contractual lien to Kerry C. Latch, M.D. and Christian Samuelson, M.D.. in accordance with the definitions, rights and remedies of Texas Law including specifically, but not limited to, Texas Business & Commerce Code 9.102 and the comments there under, with respect to my charges, and outstanding medical balance. This lien shall apply to all payers and to the full extent of Texas law for the purpose of the Agreement/ medical assignment and medical lien benefits shall include, but shall not be limited to, proceeds for any settlement judgment or verdict, as well as any proceeds or recovery relating to commercial health or services benefits, no fault coverage, uninsured and underinsured motorist coverage, third-party liability distributions, malpractice proceeds, attorney retainer agreements, and any other benefits or proceeds payable to me for the purposes stated herein, regardless of whether such proceeds are related to my charges or not.

In addition I hereby assign to the Office, insofar as permitted by law, the following:

All of my rights, remedies, and benefits to Kerry C. Latch, M.D. and Christian Samuelson, M.D. as well as any and all causes of action that I might have against such payer to the extent of my charges, the right to prosecute such causes of action either in my name or in the Office's name, and the right to settle or otherwise resolve such causes of action as the Office sees fit.

In the event that I retain one or more attorneys to represent me in this manner, I hereby direct each attorney(s) to issue a letter of protection to this office regarding my charges. Upon issuance, I hereby agree that such letter(s) of protection cannot be revoked or modified without the expressed written consent of the office. I further direct (and the Office hereby requests) each attorney to provide immediate notice to the Office regarding any funds received by the attorney relating to my accident, to promptly pay the Office out of such funds and to provide a full accounting of such funds to the Office upon its request.

I hereby direct all payers to release to Kerry C. Latch, M.D. and Christian Samuelson, M.D. any information regarding any coverage or benefits which I may have including, but not limited to the amount of the coverage, the amount paid thus far and the amount of any outstanding claims.

I authorize the Office to release any information regarding my treatment or pertinent to my case to all payers as defined above to facilitate collection under this Agreement. I hereby direct this Office to file a copy of this Agreement together with any applicable charges with any or all payers regardless of whether a claim has been established with said payers. I hereby authorize Kerry C. Latch, M.D. and Christian Samuelson, M.D. to endorse/sign my name on any and all checks listing me as a payee, which are presented to this Office for payment of an account relating to me, my spouse or any of my dependents. I further authorize Kerry C. Latch, M.D. and Christian Samuelson, M.D. to apply my credit balances on charges incurred by me to any other outstanding charges still owed by me, my spouse or my dependents, regardless of whether these other charges are related to my condition. In the event that I retain one or more attorneys to represent me for a recovery for injuries sustained which were the basis of the condition which I sought medical treatment, I direct each and every attorney to issue a letter of protection for Kerry C. Latch, M.D. or Christian Samuelson, M.D. to protect the outstanding medical balance of Kerry C. Latch, M.D. or Christian Samuelson, M.D.. Upon issuance I hereby agree that such letters of protection cannot be revoked or modified without the express written consent of Kerry C. Latch, M.D. or Christian Samuelson, M.D.

I understand that I remain personally responsible for the total amounts due to Kerry C. Latch, M.D. or Christian Samuelson, M.D. for their services. This Agreement does not constitute any consideration for this Office to await payments and it may demand payments from me immediately upon rendering services as its option. If this Office must take any action to collect and outstanding balance on my account, I will be responsible for payment and will reimburse Kerry C. Latch, M.D. or Christian Samuelson, M.D. for all costs of such collection effort, including, but not limited to all court costs and attorney fees.

This Agreement shall not be modified or revoked without the mutual written consent of Kerry C. Latch, M.D. or Christian Samuelson, M.D. and myself. I hereby revoke any previously signed authorizations whether executed at this office or any other office to the extent that the terms of those authorizations conflict with the terms of this Agreement.

I agree that each and every provision of the Agreement is reasonably necessary for the protection of the rights and interests of Kerry C. Latch, M.D., Christian Samuelson, M.D. and myself. However, should any provision of the Agreement be found to be invalid, illegal or unenforceable or for any reason cease to be binding on any party hereto, all other portions and provisions of this Agreement shall nevertheless remain in full force and effect.

Patient Name ( Please Print) : \_\_\_\_\_ Patient Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Custodial Parent or Legal Guardian (Please Print): \_\_\_\_\_

Parent/Guardian's Signature : \_\_\_\_\_ Date: \_\_\_\_\_