

[Name Of Medical Provider]  
[Address of Medical Provider]  
[Phone #] [Fax #]

## DOCTOR'S LIEN AND CONSENT TO RELEASE RECORDS

RE: Patient: \_\_\_\_\_  
Date of Accident/Injury: \_\_\_\_\_  
Case Name: \_\_\_\_\_  
Case Number: \_\_\_\_\_  
Court: \_\_\_\_\_  
County of \_\_\_\_\_, Massachusetts

### Consent and Authorization

The undersigned patient \_\_\_\_\_ [insert name of patient], ("Patient") hereby consents to the examination, treatment, procedures and services to be performed by \_\_\_\_\_ [insert name of medical provider] ("Provider"), including emergency treatment.

Patient authorizes Provider to release any information needed to process the claims with respect to the examination, treatment, procedures and services rendered by Provider. Patient further directs that a photocopy of this Claim Agreement and Lien be considered as valid as the original.

Patient further authorizes \_\_\_\_\_ [insert name of attorney], ("Attorney") to keep Provider advised of the progress of Patient's court case at reasonable intervals.

### Irrevocable Lien

Patient hereby authorizes and directs Attorney to pay Provider directly any sums due for medical services rendered to Patient. Patient directs Attorney to withhold such funds from any settlement, verdict or judgment that is rendered in the said court case. Patient hereby notifies Attorney that Patient is giving Provider a lien on these benefits or settlement proceeds. In consideration for Provider waiting for payment, this lien is irrevocable and can only be satisfied by full payment of all sums due for medical services rendered. Patient authorizes Provider to notify Attorney of this lien at Provider's discretion. Patient understands that any settlement, verdict or judgment proceeds cannot be disbursed to Patient without first satisfying this lien.

Should a dispute arise regarding payment of Provider's charges, Patient authorizes and directs Attorney to hold in escrow all monies sufficient to satisfy this lien until the dispute can be resolved. Patient acknowledges that it would be a violation of Attorney's ethical duties to disburse the disputed funds prior to resolution of the lien dispute.

Patient understands and agrees that even though this lien has been given, Patient remains personally responsible for payment in full of Provider's fees for all services rendered. Patient is solely responsible to make appropriate arrangements for payment of such fees, including but not limited to insurance benefits. Patient acknowledges that this obligation to pay Provider's fees is not dependent on the outcome of Patient's court case.

**THIS IS A 3-PAGE DOCUMENT.**