

## Assignment, Lien and Authorization

# For direct payments by my payers to Mary-Elizabeth (Liz) Blasingame and Blue Pearl Medical Massage, llc

### (“Assignment & Lien”)

**Purpose.** The purpose of this Assignment & Lien is to assist the office in collecting from various Payers who may be responsible for paying on my charges. Accordingly, I agree to the following and direct all Payers as follows:

**Definitions.** In this Assignment & Lien, the following terms shall have the following meaning: “Office” shall refer to Liz Blasingame and Blue Pearl Medical Massage, LLC (including but not limited to Mary Elizabeth Blasingame) located at 1101 Cardenas Dr, NE, Suite 102, Albuquerque, NM, 87110 with a mailing address of PO Box 35273, Abq, NM 87176. Payer” shall refer to without limit any insurance carrier, health benefit plan administrator and fiduciary, health maintenance organization, preferred and independent provider organizations, attorney, at-fault party, individual, and any other entity, which may elect or be obligated to pay or disburse Proceeds, either now or in the future. “Proceeds” shall include without limit the proceeds from any settlement, judgement, or verdict, the proceeds from any promise to pay or reimburse, the proceeds relating to “health-care-insurance receivables” and/or “payment intangibles” as such are defined by the applicable Uniform Commercial Code, and the proceeds relating to the following benefits, plans or coverages: individual and group health benefits, Medicare, Medicaid, workers’ compensation, disability, liability, uninsured and underinsured motorist, no-fault, medical payments benefits, personal injury protection, lost wages, lost services, property damage, errors & omissions, and malpractice; “Charges” shall include without limit the full fees for the Office’s services (including without limit treatment, diagnostic services, medical equipment, supplies, supplements, narrative reports, photocopies, depositions, and testimony, whether rendered before or after the date of this Assignment & Lien), any Collection Costs incurred by the Office, delinquency penalties and interest to the maximum extent permitted under law or at annual rate of eighteen percent (18%), whichever is greater, and any other charges incurred by me at the Office; “Collection Costs” shall include without limit any pre-and post-judgment court costs, filing fees, service of process charges, attorneys fees, fees or costs associated with requests for reconsideration, independent reviews, appeals, mediation, arbitration, and any other costs of collection incurred by the Office in any effort or action to collect my Charges either from me or from any payer.

**Assignment and Lien Terms.** I hereby assign to the Office to the extent permitted by law, but only to the extent of my Charges, all of my rights, remedies and benefits relating to any Payer, including without limit a primary, non-contingent right to receive Proceeds from any Payer now or in the future, and any and all causes of action that I might have against any Payer now or in the future, 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. I agree that this assignment shall be effective as of the date and time my consideration first arose. I further intend for this Assignment & Lien to create a secured interest under the applicable Uniform Commercial Code. Accordingly, I hereby grant to the Office a primary, non-contingent secured interest in all Proceeds to the extent permitted by law for the purpose of securing payment of my Charges, which secured interest shall attach and also be automatically perfected effective as of the date and time that my condition first arose. I further authorize the Office to file the form (s) normally filed with the secretary of state or other governmental agency relating to such secured interests, and to make such filings in all relevant jurisdictions as the Office sees fit in its sole discretion. I agree that once payment in-full has been made towards all outstanding Charges to the full extent permitted by law or contract and also as defined by my agreement with the Office, such secured interest shall be removed or terminate solely upon my written request sent through the U.S. Postal Service Certified Mail. Consistent with these terms, I hereby direct any and all Payers, to pay the Proceeds directly to, immediately to, and exclusively in the name of, the Office to the full extent of my Charges. To the extent that any law, including without limit a lien statute, purports to limit, reduce, or modify the distribution of Proceeds in any manner inconsistent with this Assignment & Lien including without limit through the reservation of a portion of the Proceeds exclusively to me, I hereby waive such limits, reductions, or modifications. Such waiver shall not adversely affect or prejudice any rights which the Office may have and elect to exercise under said law.

**Specific Direction to Any Attorney I Retain, Such as in Accident Cases.** In the event that I retain one or more attorneys to assist me in collecting any Proceeds, I hereby direct (and the Office hereby requests) each attorney to provide immediate notice to the Office regarding any Proceeds received by the attorney, to promptly pay the Office in-full out of such Proceeds, and to provide a full accounting of such Proceeds to the Office. I agree that the purpose of any Proceeds received by the attorney shall be primarily to pay my Charges. If I have a dispute regarding the Charges, any remedies I may have shall not include instructing my attorney to withhold or delay payment of Proceeds to the Office. I further agree to and hereby irrevocably waive any present or future right I may have, whether arising under a “Common Fund Doctrine” or other legal basis, to require the Office to reduce its Charges or balance by a proportionate or weighted share of my attorney’s fees, costs, and other expenses of pursuing collection of my claims, including the Office’s Charges.

**Disclosure Directives.** I hereby direct each and every Payer to immediately release to the Office any pertinent Information relating to (a) any coverage I may have and (b) any Determination by the Payer relating to the Office’s Charges. “Pertinent Information” shall include without limit the amount of total coverage available and remaining, as well as the amount of any outstanding claims which the Payer has received from any claimant relating to my condition. “Pertinent Information” shall also include without limit copies of all documents, records, and other information (a) relied upon by the Payer in making a Proceeds determination, or (b) was submitted, considered, or generated in the course of making a Proceeds Determination without regard to whether such document, record, or other information was relied upon in making the Proceeds Determination. “Proceeds Determination” shall include without limit any determination by the Payer to pay, deny, or delay payment of any Proceeds relating to the Office’s Charges, as well as a decision to refer the Charges to an independent review or audit, utilization review, or independent medical exam. I further authorize and direct the Office to release any information relating any services rendered to or for me by the Office to all Payers, including without limit a copy of my Charges and a copy of this Assignment & Lien.

**Miscellaneous.** Except as provided in this paragraph, this Assignment & Lien shall not be modified or revoked without the expressed, written consent of the Office. I hereby revoke, with the Office’s consent, the terms of any previously signed documents, but only to the extent those terms conflict with the terms of this Assignment & Lien. I agree that each and every provision of this Assignment & Lien is reasonably necessary for the protection of the rights and interests of the Office and myself. However, should any provision of this Assignment & Lien 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 Assignment & Lien shall, nevertheless, remain in full force and effect. This Assignment & Lien shall be governed under the laws of the state where the Office is located, and is performable in the county where the Office is located. In any action based upon Assignment & lien, I hereby consent to personal jurisdiction and venue of any court in said county and waive all objections based on improper jurisdiction, venue, or forum inconvenience. I further waive any statute of limitations which may apply in any action based upon this Assignment & Lien.

I have read, understood, and agree to the terms of this Assignment & Lien.

Patient Name (print): \_\_\_\_\_

Patient Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Custodial Parent or Legal Guardian, on Behalf of the Patient (please print): \_\_\_\_\_

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

**ALL PAYMENTS SHALL BE ISSUED TO “MARY-ELIZABETH BLASINGAME”  
& MAILED TO PO BOX 35273, ALBUQUERQUE, NM 87176**