

ASSIGNMENT OF PROCEEDS, CONTRACTUAL LIEN, AND AUTHORIZATION

(“Agreement”)

I hereby direct any and all insurance carriers, attorneys, agencies, governmental departments, companies, individuals, and/or other legal entities (“payers”), which may elect or be obligated to pay benefits to me for any medical conditions, accidents, injuries, or illnesses, past or future (“condition”), to pay directly to, and exclusively in the name of, Fairview Park Chiropractic Center, Inc. (“Fairview Pk. Chiro. Cntr.”) such sums as may be owing to Fairview Pk. Chiro. Cntr. For charges incurred by me, including but not limited to, 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 Fairview Pk. Chiro. Cntr. with respect to my charges, applicable to all payers, however, I understand that nothing in this Agreement shall be construed as an election by Fairview Pk. Chiro. Cntr. to claim protection under any statutory lien law. For the purposes of this Agreement, “benefits” shall include, but shall not be limited to, proceeds from any settlement, judgment, or verdict, as well as any proceeds relating to commercial health or group insurance, disability benefits, worker’s compensation benefits, medical payments benefits, personal injury protection, lost wages benefits, lost 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.

I further agree that, in the event a payer refuses to pay Fairview Pk. Chiro. Cntr., I hereby assign, insofar as permitted by law, all of my rights, remedies, and benefits to Fairview Pk. Chiro. Cntr. to extent of my charges, as well as any and all causes of action that I might have against such payer, to prosecute such causes of action either in my name or in the Office’s name, and 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 matter, I will direct each attorney 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 this office. I further direct each attorney to provide immediate notice to the Office regarding any funds received by the attorney relating to my accident, to promptly pay such Office, and to provide a full accounting of such funds to the Office upon its request.

I hereby direct all payers to release to Fairview Pk. Chiro. Cntr. 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 this Office to release any information regarding my treatment or pertinent to my case(s) 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 Fairview Pk. Chiro. Cntr. 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 Fairview Pk. Chiro. Cntr. to apply any 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 charges are related to my condition.

I understand that I remain personally responsible for the total amounts due Fairview Pk. Chiro. Cntr. 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 at its option. If this Office must take any action to collect an outstanding balance on my account, I will be responsible for payment and will reimburse Fairview Pk. Chiro. Cntr. for all costs of such collection efforts, including, but not limited to, all court costs and all attorney fees.

This Agreement shall not be modified or revoked without the mutual written consent of Fairview Pk. Chiro. Cntr. 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 hereby agree that each and every provision of this Agreement is reasonably necessary for the protection of the rights and interests of Fairview Pk. Chiro. Cntr. and myself. However, should any provision of this 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: ____/____/____