



## **ASSIGNMENT OF PROCEEDS, CONTRACTUAL LIEN AND AUTHORIZATION**

I, the undersigned, hereby authorize and 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, present or future (condition) to pay directly to and exclusively in the name of Kare Chiropractic (Office) such sums as may be owing to Kare Chiropractic for charges incurred by me at the office. I further grant a contractual lien to Kare Chiropractic with respect to my charges, applicable to all payers, however, I understand that nothing in this Agreement shall be construed as an election by Kare Chiropractic to claim protection under any statutory lien law.

For the purposes of this Agreement, benefits shall include, but not limited to, proceeds from any settlement, judgment or verdict, as well as proceeds relating to commercial health or group insurance, lost wage benefits, lost services benefits, attorney retainer agreements, medical payments benefits, personal injury protection, no fault coverage, uninsured and underinsured motorist coverage, 3rd party liability distributions, disability benefits, workers compensation benefits, malpractice proceeds and any other benefits or proceeds payable to me for the purpose 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 Kare Chiropractic, I hereby assign, insofar as permitted by law, all of my rights, remedies and benefits to Kare Chiropractic to the extent of my charges, as well as any and all causes of action that I might have against such payer, to prosecute such causes or action either in my name or 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 accept 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 full accounting of such funds to the Office upon its request.

I hereby direct all payers to release to Kare Chiropractic any information regarding any coverage or benefits which I may have including, but not limited to, the amount of 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 had been established with said payers. I hereby authorize Kare Chiropractic to endorse/sign my name on any or all checks listing me as a payee, which are presented to this Office for payment of an account relating to me, my spouse and/or dependents. I further authorize Kare Chiropractic to apply any credit balances on charges incurred by me to any other outstanding charges still owed by me, my spouse and/or dependents, regardless of whether these other charges are related to my condition.

I understand that I remain personally responsible for the total amounts due to this Office for their services. This Assignment & Lien 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 Kare Chiropractic for all costs of such collection efforts, including, but not limited to, all court costs and all attorney fees.

This Assignment and Lien shall not be modified or revoked without written mutual consent of Kare Chiropractic 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 Assignment and Lien.

I agree that each and every provision of this Agreement is reasonably necessary for the protection of the rights and interest of Kare Chiropractic and me. However, should any provision of this Agreement be found 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(Print):** \_\_\_\_\_

**Parent/Guardian Name(Print):** \_\_\_\_\_

**Patient/Parent/Guardian Signature(X):** \_\_\_\_\_ **Date:** \_\_\_\_\_

Witness(Print): \_\_\_\_\_ Witness Signature: \_\_\_\_\_