

ASSIGNMENT OF PROCEEDS, CONTRACTUAL LIEN, AGREEMENT AND AUTHORIZATION

I hereby authorize and direct all insurance carriers, attorneys, agencies, government departments, companies, individuals, and/or other legal entities ("payers"), which may elect or become 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 and exclusively in the name of Midlothian Chiropractic Clinic (M.C.C.) such sums as may be owing to patient and/or legal/custodial guardian for charges incurred by me at M.C.C. relating to my condition ("charges"), with such payments to be made exclusively in the name of Midlothian Chiropractic Clinic. I further grant a contractual lien to M.C.C. in accordance with the definitions, rights, ad remedies of Texas Law. This lien shall apply to all payers and to the full extent of Texas Law. For the purposes of this medical assignment and contractual medical lien, "benefits" shall include, but not be limited to, proceeds from any settlement, judgement, or verdict, as well as any proceeding or recovery obtained as result of commercial health or group insurance, attorney retainer agreements, medical payments benefits, personal injury protection, no fault coverage uninsured and underinsured motorist coverage, third-party liability distribution, or disability distribution.

I authorize M.C.C. to release records/transfer records of information regarding treatment for insurance or employment purposes, and any information regarding my treatment or pertinent to my case(s) to all payers as defined above to facilitate collection under this Assignment and Lien. I further authorize and direct all payers to release to M.C.C. any and all information regarding any coverage or benefits which I may provide for reimbursement to M.C.C. for medical services provided to me including, but not limited to, the amount and type of insurance coverage, the amount paid out on the condition thus far, and the amount of any outstanding claims. I hereby direct M.C.C. to file a copy of the assignment and lien with all payers. I hereby authorize M.C.C. to file a copy of this assignment and lien with all public records in accordance with Texas Law so as to provide public notice of this assignment and lien. In the event I retain one or more attorneys to represent me for the recovery for injuries sustained which were the basis of the condition on which I sought medical treatment, I direct each and every attorney to issue a letter of protection to M.C.C. to protect patient's and/or custodial guardian's outstanding medical charges. Upon issuance, I hereby agree that such letter(s) of protection cannot be revoked or modified without the express written consent of M.C.C. I understand that M.C.C. is relying on this provision as one basis for the treatment being rendered to my dependent or me.

I understand that I must pay in full today for all services rendered, unless, my insurance is accepted. I also understand that if my insurance is accepted that I must pay all applicable insurance co-pays, coinsurances, and deductibles in full. If my insurance cannot be verified at the time of service, I may be required to pay in full for all services. I hereby guarantee payment of all charges incurred by the below named patient for all visits. I understand that I will become personally responsible should any payer fail to honor this assignment. I understand that my personal responsibility is in addition to the obligation of any other payer, to the extent of my outstanding medical balance, costs, and expenses and enumerated herein, including attorney's fees. I further understand and acknowledge that M.C.C. has rendered good and valuable services and consideration for this assignment and lien including forbearance of payment for services rendered for a reasonable period of time. In the event that M.C.C. must take any action to collect an outstanding balance on my account, I acknowledge and agree to be liable to reimburse M.C.C. for all costs incurred, including collections costs, court costs, expert witness fees, travel costs, and reasonable attorneys' fees.

This Assignment and Contractual Lien constitutes the complete agreement between the parties and revokes any other written agreements or oral agreements between the parties. I acknowledge that I have read this Assignment, Lien, and Agreement and that I execute this document freely, knowingly, and that I have had the opportunity to have this document reviewed by an attorney of my choice, and to rely upon their advice prior to signing this Assignment, Contractual Lien, Agreement and Authorization. I understand that this is a binding legal document and that this Assignment, Contractual Lien, Agreement and Authorization affects legal rights that I may have to settlement, judgement, or verdict proceeds as a result of the injuries that I have suffered.

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

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

Name of Custodial Parent or Legal Guardian (please print): \_\_\_\_\_

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

---