

Assignment Lien and Authorization
FOR DIRECT PAYMENT BY MY PAYERS TO MARCONI CHIROPRACTIC AND WELLNESS

Purpose. The purpose of this Assignment & Lien is to assist Office in obtaining proceeds for the payment of my Charges. Accordingly, I agree to the following and direct all Payers as follows:

Definition. In this assignment & Lien, the following terms shall have the following meaning: "Clinic" shall refer to Marconi Chiropractic and Wellness located at 1002 MLK Jr Way Unit B. Tacoma, WA 98405; "Assignment & Lien Document," and "Assignment and Lien" shall refer to this document. "Payer" shall refer to without limit any insurance carrier, health benefit plan administrator and fiduciary, health maintenance organization, preferred and independent provider organization, attorney, adjuster, claim handler, medical examiner, individual reviewer or review entity, at-fault party, individual, and any other entity, which may elect or be obliged to pay disburse Proceeds, either now or in the future, or which may be involve directly or indirectly in determining the obligation to pay or disburse Proceeds, either now or in the future; "Proceeds" shall include without limit, the proceeds for any settlement, judgement, or verdict, the proceeds from any promise to pay or reimburse, the proceeds relation to "health-care-insurance receivables" and "payments intangible" as are defined by the applicable Uniform Commercial Code, and the proceeds relation to the following benefits, plans or coverage's: individual and group health benefits. Medicare and Medicaid, workers' compensation, disability, liability, uninsured and underinsured motorist, no fault, medical payments benefits, personal injury protection, lost wages, lost services, property damage, errors and omissions and malpractice; "charges" shall include without limit the full fees for the Office's goods and services (including without limit treatment, diagnostic services, medical equipment, supplies, supplements, narrative reports, photocopies, pre-authorization request, no-show, depositions, and testimony, whether rendered before or after the date of this Assignment and Lien), any Collections Cost incurred by the Office, delinquency penalties and interest to the maximum extent permitted under law or at the annual rate of eighteen percent (18%), whichever is greater, 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, attorney fees, fees or costs associated with the request of reconsideration, independent reviews, appeals, mediation, arbitration, and 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 extent permitted by law, but only to the extent of my charges, all of my claims to, right to and interests in, Proceeds, whether resolved or unresolved, including without limit ownership's rights, which I may now or in the future relation directly or indirectly to my Charges, condition, or causes of my condition ("Claims to Proceeds"), including without limit any and all causes of action, receivables, payments intangibles, and remedies that I might have against or with respect to any Payer now or in the future, and the right to prosecute, see, or otherwise resolve such Claims to Proceeds either in my name or in the Office's name and as the Office otherwise sees fit. I agree that this assignment shall be effective as of the date and time the initial cause of my condition occurred. I further intend for this Assignment and Lien to create a security interest under the applicable Uniform Commercial Code. Accordingly, I hereby grant to the Office a primary, non-contingent security interest in all my Claims to Proceeds to the extent permitted by law for the purpose of securing payment of my charges, the attachment and perfection of which shall relate back to, and be effective as of, the date and time that the initial cause of my condition occurred. I further authorize the Office to file the form(s) normally filed with the secretary of state or to other governmental agency relating to such security interests, and to make such filings in all relevant jurisdictions as the Office sees fit in the 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 defined by my agreement with the Office, such security interest shall be removed or terminated 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 distraction of Proceeds in any manner inconsistent with the Assignment and 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 who receive(s) Proceeds from one or more Payers, I hereby direct (and the Office hereby requests) each attorney to provide immediate notice to the Office regarding such Proceeds, 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 such Proceeds 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 legal basis, to require the Office to absorb the costs associated with, otherwise assume responsibility for, any portion of my attorney's fees and costs, or other expenses of obtain Proceeds.

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) and Proceeds Determination by the Payer relation to the Office 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 receive 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 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 authorized and direct the Office to release any information relating any services rendered to or for me buy the Office to all Payers, including without limit a copy of my Charges and a copy of the Assignment and Lien, unless otherwise agreed to in writing.

Miscellaneous. Except as provided in this paragraph, this Assignment and 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 and Lien. I agree that each and every provision of this Assignment and Lien is reasonably necessary. However, should any provision of this Assignment and Lien be found to be invalid, illegal or unenforceable, or for any reason cease to be binding on any part hereto, all other portions and provisions of this Assignment and Lien shall nevertheless, remain in full force and effect. This Assignment and Lien shall be governed under the law of the state, where the Office is located, and is performable in the county where the Office is located. In any action based upon this Assignment and 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 my action based upon the Assignment and Lien.

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

Patient Name (print:)

Patient Signature: _____ Date _____ / _____ / _____

Name of Custodial Parent or Legal Guardian, on Behalf of Patient (print:)

Parent/Guardian Signature: _____ Date _____ / _____ / _____