

PARTIAL ASSIGNMENT OF CAUSE OF ACTION, ASSIGNMENT OF PROCEEDS, CONTRACTUAL LIEN AND TREATMENT AGREEMENT

Consideration. In order to facilitate the ability of the Office to collect in Charges directly from various Payers and thereby to enhance the patient provider relationship, I the undersigned, as consideration for the Office's services, agree to the following and direct all Payers as follows.

Partial Assignment of the Cause of Action, Assignment of Proceeds, and Contractual Lien. I hereby assign, in so far as permitted by law, all of my rights, remedies, benefits to the office as well as any and all causes of action that I might have now or in the future against any Payer to the extent of my charges, 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 further assign my right to receive any proceeds from any payer to the office and further grant a contractual lien to the office with respect to my charges. I understand that these assignments of rights and contractual lien may effectuate, automatically or otherwise, a secured interest under the applicable uniform commercial code. I intend for this agreement to effectuate such a lien and hereby authorize the office to file the form(s) normally filed with the secretary of state and other governmental agency in order to perfect such lien. Except as provided herein, nothing in this agreement shall be construed as an election or waiver by the office to a secured interest under any other statutory lien law. Consistent with these rights, I hereby direct any and all payers, to pay to proceeds directly and immediately to, and exclusively in the name of, deBarros Chiropractic clinic in the amount of my charges.

Other terms, I understand that I remain personally responsible for my charges. Consistent with law or contract, I agree to pay the full amount of my charges of the office upon its demand. Unless mutually agreed to in writing, the receipt and processing of partial payments by the Office shall not constitute a waiver of the Office's right to receive payment in full upon demand and shall not constitute an accord and satisfaction of my charges, irrespective of any restrictions indicated on any payments. I understand that at anytime, I can request a copy of my total Charges. I hereby waive any statute of limitations which may apply to the collection of my Charges.

In the event that I retain one or more attorneys to assist me in collecting any proceeds, I direct each attorney to issue an irrevocable letter of protection to the office regarding my charges. I further direct (and deBarros Chiropractic Clinic 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 authorize and direct the office to submit my charges to any and all payers including, without limit, my health benefit plan. I understand, however, that in the event that my charges are submitted to more than one payer, I hereby authorize and direct the office to apply any proceeds received from one payer to any reductions, write-offs, or discounts, issued by another.

I authorize the office to endorse or sign my name on any and all check listing me as a payee which are received by the office for payment of charges incurred by me, my spouse or my dependents. I further authorize the office to apply any credit balances on my charges to any other outstanding charges still owed by me, my spouse or my dependents, regardless of whether these other charges are related to my condition.

This agreement shall not be modified or revoked without the mutual consent of the office and myself. I hereby revoke the terms of any previously signed documents to the extent those terms of the agreement. This agreement shall be governed under the laws of the state where the office is located, and performable in the county where the office is located. I hereby consent to personal jurisdiction and venue of any court in said county and waive all objection based on improper jurisdiction, venue, or forum non-conveniens.

I agree that each and every provision of the agreement is reasonable necessary for the protection of the rights and interest of the office and myself. However, should any provision of this agreement be found to be "invalid, illegal and unenforceable, or for any reason cease to be binding on any party hereby, all other portions and provisions of this agreement shall, nevertheless, remain in full force and effect.

Definitions. For the purposes of this Agreement, the following terms shall have the following meaning: "Office shall refer to: deBarros Chiropractic Clinic located at 7020 Cold Harbor Road, Mechanicsville, VA 23111. "Payer" shall refer to, without limit, any insurance carrier, health benefit plan administrator, and fiduciary, health maintenance organization, preferred and independent provider organization, attorney at fault, party, tortfeasor, individual, and any other entity, which may elect or be obligated to payer disburse Proceeds to me, either now or in the future, for any reason; "proceeds" shall include, without limit the proceeds from any settlement, judgment, or verdict, the proceeds from any promise to payer reimburse, in the proceeds relating to the following benefits, plans, or overages: 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 and malpractice; "Charges" shall include, without limit, the full fees for the offices services (including, without limit, treatment, medical equipment, supplies, supplements, narrative reports, depositions, and testimony) any collection costs incurred by the office, 18% interest on outstanding charges, 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 or process charges, attorneys fees, and any other costs of collection incurred by the office in any effort or action to collect my charges either from me or any payer.

Patient Name (please print) _____

Patient Signature _____ Date _____

Name of Custodial Parent or Legal Guardian, _____

On Behalf of the Patient (please print)

Parent/Guardian Signature _____ Date _____