

PROVIDER:
Moore Chiropractic
8301 Shoal Creek Blvd.
Austin, TX 78757

Michele K. Moore, D.C.
(512) 459-5523 phone
moorechirotx@yahoo.com

ASSIGNMENT OF BENEFITS AND PAYMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the PATIENT, named below and PROVIDER. WHEREAS, PATIENT desires to receive services from this health care PROVIDER and therefore desires to assign certain rights and benefits to PROVIDER it is hereby agreed:

- A. PATIENT hereby irrevocably acknowledges full financial responsibility for all services provided to PATIENT by PROVIDER as consideration for such PROVIDER services. PATIENT irrevocably assigns to PROVIDER any and all benefits payable by or from any insurance or health care plan(s) coverage maintained by PATIENT as consideration for the total fee for those charges incurred by PATIENT as a result of those services rendered by PROVIDER. PATIENT also assigns to PROVIDER: (i) any and all benefits payable by or from any automobile medical payment coverage maintained by PATIENT or any party under whose policy of insurance PATIENT may have a lawful right of recovery, (ii) any and all benefits payable by or under any third party liability insurance coverage to which PATIENT may have a right of recovery due to the injuries for which PATIENT has sought PROVIDER'S health care services, and (iii) a "common law lien interest" in, and all contractual rights and claims to, any and all future insurance proceeds PATIENT has against any insurance company, health care benefit plan, or any other party contractually liable to PATIENT for payment of all or any portion of the health care services rendered by PROVIDER, and the resultant charges therefore, to the PATIENT as a result of the injuries sustained by PATIENT. This irrevocable assignment of benefits, conveyance of lien interest and contractual rights to and for those charges attributable to PROVIDER'S health care services shall extend to, but not be limited to, PROVIDER'S entitlement to any and all insurance proceeds remitted as a result of any insurance claim for damages by the PATIENT which has given rise to the above referenced health care services PROVIDED by PROVIDER.
- B. If PATIENT'S injuries are the results of negligence from a third party, then PATIENT instructs liability carrier to cut a separate draft to pay in full all services rendered, payable directly to PROVIDER.
- C. PATIENT hereby grants to PROVIDER Limited Power Of Attorney to endorse any checks, drafts or other negotiable instrument representing payment from any insurance company representing payment for treatment and health care rendered by the PROVIDER.
- D. PROVIDER is authorized to submit a copy of this Assignment, or notice thereof, with the initial claim form(s) which PROVIDER submits to third party payer(s) as notice to the third party payer(s) of the assignment and other agreements contained herein. A copy of this document shall be as binding as the document bearing original signatures.
- E. In the event that any section or provision of this Agreement is legally void, invalid, or unenforceable, all other sections and provisions of this Agreement shall remain in full force and effect.
- F. The assignments and agreements contained in this document may not be revoked by PATIENT without the express consent of the PROVIDER.

(turn page for signature)

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- G. PATIENT'S insurance company does not guarantee benefits until claim arrives; and at that time and Explanation of Benefits will be provided by the insurance company stating the exact benefits. Any billing to insurance that is not covered (paid) by PATIENT'S insurance company is as stated by your insurance company to be the responsibility of the PATIENT. Any balance owed is the PATIENT'S responsibility.
- H. **PATIENT UNDERSTANDS THAT PATIENT IS FINANCIALLY RESPONSIBLE FOR ALL CHARGES FOR SERVICES RENDERED BY PROVIDER. ANY LEGAL OR COLLECTION EXPENSES INCURRED BY THIS CLINIC TO COLLECT BALANCE OWED BY THE PATIENT WILL BE THE FINANACIAL RESPONSIBILITY OF THE PATIENT.**

PATIENT:

Signature

Date

Printed Name

Address

City, State, Zip

Phone Number