

**IRREVOCABLE PROVIDER/PATIENT ASSIGNMENT, LIEN, POWER OF
ATTORNEY, DOCUMENT/RECORDS RELEASE, AND PAYMENT AGREEMENT**

THIS IRREVOCABLE, NON-RESCINDABLE, AGREEMENT and ASSIGNMENT OF BENEFITS, entered into this date by and between:

_____, hereinafter called "Patient", and Barrett Chiropractic Clinic, P.C., 2853 Dulles Avenue, Missouri City, Texas 77459, hereinafter called "Provider".

WHEREAS, Patient desires to receive health care services from Provider and requests that Provider provide such services, but defer payment on the part of Patient for such services until Patient secures his/her insurance settlement proceeds. In consideration of Provider's willingness to agree to such terms Patient does hereby: (i) waive any obligation on the part of the Provider under Tex. Civ. Pract. & Rem. Code Ann., §146.002(b), and (ii) assign the following rights and benefits to Provider as the legal consideration and inducement to cause Provider to forego its legal right to require payment upon provision of services and wait for the payment of such benefits from Patient or Patient's representative, it is hereby agreed:

SECTION 1. 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 to which Patient has or maintains a legal entitlement in the form of monetary proceeds due to be paid by or from any liability or health insurance plan(s), including PIP statutory insurance benefits that are maintained by Patient or under which Patient derives some legal entitlement, as consideration for all health care services provided by Provider to Patient, up to the total amount of all unpaid charges for such Provider services. Patient also irrevocably conveys and assigns to Provider a monetary interest, up to the dollar amount of any unpaid charges owed by Patient to Provider, in: (i) any and all benefits payable by or from any automobile medical payment coverage maintained by Patient or any person 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 services rendered by Provider, and (iii) a "common law lien interest" in, and all contractual rights and claims to, any and all insurance proceeds to which Patient has or maintains a legal entitlement, to be paid by or from any insurance company, health care benefit plan, or any other party contractually liable for payment of all or any portion of the charges for health care services rendered by Provider to the Patient as a result of the injuries sustained by Patient. This irrevocable assignment of benefits, conveyance and assignment of lien interest and conveyance and assignment of 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 provider by Provider.

This irrevocable assignment of benefits and lien interest shall extend to the total amount of charges incurred by Patient for those services rendered by Provider. Patient agrees that full payment for all services rendered by Provider is due upon receipt of said services and Patient accepts full financial responsibility for payment for such services. Patient acknowledges that Patient is ultimately financially responsible for the payment of all services that Patient receives from Provider regardless whether any portion of those fees and charges due to be paid by Patient to Provider are paid through insurance proceeds to which Patient has asserted a claim. Patient acknowledges that Provider's acceptance of Patient's irrevocable assignment of benefits and lien interest is a convenience to Patient, and that Provider may revoke this assignment and lien interest at any time.

SECTION 2. Patient hereby grants and conveys Provider an irrevocable lien interest against any and all insurance and/or health care payment proceeds due to be paid, and paid, to Patient as a result of any claim Patient has or may have against any party whose negligence may have caused Patient's injuries or illnesses for which Patient has asserted Patient's pending insurance claim. Patient hereby grants an irrevocable lien interest against all such insurance or health care proceeds to which Patient is, or may become, entitled, including, but not limited to, all proceeds due to be paid on Patient's behalf out of any Medical Payment or statutory Personal Injury Protection insurance coverage, as a result of those services rendered to Patient by Provider. Said lien interests shall not exceed the total amount of expenses and debt obligations incurred, and due to be paid, by Patient to Provider for such services rendered.

SECTION 3. Patient hereby irrevocably directs all insurers, health care plans, legal counsel, and other persons or parties responsible for the payment, co-payment or other obligation for Patient's health care costs arising from injuries sustained by Patient for which the above referenced services have been provided by Provider, to remit and/or make all monetary payments remitted as consideration, in whole or in part, for those health care services rendered by Provider for and on behalf of Patient, directly to Provider. Patient further directs that any lawyer or

representative employed by Patient to represent Patient in any action for which the above referenced services have been rendered by Provider, insurer or third party, shall be, and is hereby, irrevocably instructed and required to withhold from any monetary distribution to Patient, Patient's lawyer and/or any other person or party asserting any monetary interest against any proceeds to which Patient may awarded, the full amount of Patient's outstanding and unpaid account due and owing to Provider out of any private party settlement proceeds, insurance settlement proceeds of whatever nature (liability, PIP, etc.), and /or any court verdict and remit payment of the dollar amount of Patient's unpaid and outstanding account with Provider, directly to Provider immediately upon receipt of same. This directive made by the Patient to the Patient's lawyer is to be deemed irrevocable and non-rescindable and shall extend to and include any PIP or medical payment benefits recovered by or on the Patient's behalf of the Patient or Patient's lawyer.

SECTION 4. Patient willfully and voluntarily makes and appoints Provider, through its duly appointed representative, residing in the City of Austin, Travis County, Texas, as Patient's lawful Attorney-in-Fact for purposes of receiving and directing disbursement of those payments of insurance or settlement proceeds to be paid to Patient, or on Patient's behalf, as compensation for those for the health care services rendered by Provider, and the resultant payment obligations owed by Patient to Provider as a result of same. Patient hereby delegates and conveys to Provider those rights and powers of substitution on Patient's behalf, to ask, demand, sue for, collect, endorse, sign, and receive such monetary proceeds, in Patient's name, to PIP insurance, other health benefits, and third party claims relating to services rendered to Patient by Provider. Although Provider is granted such special powers contained herein, Provider is not obligated or compelled to exercise such powers but may do so at Provider's discretion. Patient agrees to cooperate with Provider to request and receive from any insurer, employer, or other third party payor any and all information or supporting documentation concerning or touching upon the handling, calculation, processing, or payment of any claims arising from services rendered to Patient by Provider.

SECTION 5. To the extent that Patient has lawful authority, Patient waives any applicable statute of limitations that may at any time interfere with Provider's right to collect for services rendered to Patient. Patient agrees that in the event Patient or Patient's authorized representative, including legal counsel, receives any check, draft, or other payment subject to this Agreement, Patient and Patient's authorized representative shall be deemed to serve in a fiduciary capacity to Provider, for the benefit of Provider, with full obligation to immediately deliver said check(s), draft(s), or payment(s) to Provider. Provider agrees to apply the proceeds from said check(s), draft(s), or payment(s) to Patient's debt for services rendered.

SECTION 6. Patient hereby irrevocable consents to, and authorizes, his lawyer/legal counsel to release to Provider, upon request by Provider, any and all records or documentation pertaining to Provider's insurance claims, legal claims, pending causes of action, or otherwise pertaining to the expense or charge for any service rendered by Provider for Patient's benefit.

SECTION 7. Patient irrevocably agrees and consents to Provider's submission of a copy of this Agreement and any other claim for payment of insurance proceeds to any and all insurance carrier(s) against whom Patient is, or may, assert or maintain any claim for damages and reimbursement for the cost for those services provided by Provider, including, but not limited to, any insurance coverage for Medical Payments, Personal Injury Protection or third party liability insurance payments. A copy of this document shall be as binding as the document bearing original signatures.

SECTION 8. In the event that any Section or provision of this Agreement is determined to be legally void, invalid, or unenforceable, all other Sections and provisions of this Agreement shall remain in full force and effect. Patient may not revoke the assignments and agreements contained in this document without the express written consent of Provider.

IN WITNESS WHEREOF, this agreement has been entered into the day and year set forth below.

Date

Patient

Date

Parent Signature if Patient is a Minor

Witness

Provider