

## ASSIGNMENT AND PAYMENT AGREEMENT

THIS AGREEMENT, entered into this date by and between \_\_\_\_\_

hereinafter called "Patient", and \_\_\_\_\_, hereinafter called "Provider".

WHEREAS Patient desires to receive health care services from Provider and desires to assign certain rights and benefits to Provider as an inducement to cause Provider to wait for the payment of such benefits, it is hereby agreed:

1. Patient assigns to Provider any and all benefits payable by Patient's insurance or health care plan(s) as a result of charges incurred by Patient for health care services and supplies furnished by Provider. Patient also assigns to Provider any and all contractual rights Patient has against any insurance company, health care benefit plan, or any other party contractually liable to Patient for payment of health care costs incurred by Patient as a result of services rendered by Provider. This assignment of benefits and contractual rights relating to those benefits includes, but is not limited to the following described policies or plans:

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This assignment of benefits and contractual rights to those benefits shall not exceed the total amount of charges incurred by Patient for services rendered by Provider. The total amount paid to Provider from all sources shall not exceed the total amount of Provider's billings for services. Patient agrees that payment for services rendered by Provider is due upon receipt of said services and Provider's acceptance of Patient's assignment of benefits is a convenience to Patient, and that Provider may revoke this assignment if Patient breaches this Agreement.

2. Patient hereby directs all insurers and other persons responsible for Patient's health care costs to make all payments for health care services rendered by Provider directly to Provider.

3. Patient agrees to waive any applicable statute of limitations which may at any time interfere with Provider's right to collect for services rendered to Patient.

4. Patient agrees that in the event Patient receives any check, draft, or other payment subject to this Agreement, Patient will act as fiduciary agent for Provider and will immediately deliver said check, draft or payment to Provider. Provider agrees to apply the proceeds from the check, draft, or payments to Patient's debt for services rendered.

5. A photocopy or facsimile of this document shall be as binding as the document bearing original signatures. At the time each claim is submitted, a copy of the claim will be stored for safekeeping in Patient's file and may be picked up by the Patient/insured at any time or will, upon request by Patient/insured, be mailed to a designated address.

6. Patient agrees to be responsible for any deductibles or co-payments required by the terms of any applicable insurance or health care plan. Patient further agrees to pay for any services not covered by Patient's insurance or health care plan. In the event Patient's insurance carrier or health care plan requests reimbursement of any amounts paid to Provider, Patient shall be solely responsible for any such reimbursement and agrees to hold harmless and indemnify the Provider from any such claim for reimbursement.

7. In the event that any Section or provision of this Agreement is legally void, invalid, or unenforceable, all other Sections and provision of this Agreement shall remain in full force and effect.

8. The assignments and agreements contained in this document may not be revoked by Patient without the express written consent of the Provider.

9. In the event of any default in the performance of this Assignment, all amounts due Provider shall become immediately due and payable and Patient agrees to pay all costs of collection and attorneys fees incurred by Provider in any arbitration or litigation which shall arise therefrom. From and after the date of any such breach, the amount due Provider shall bear interest at the rate of 10% per annum.

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

\_\_\_\_\_  
Patient

\_\_\_\_\_  
Date