



**ASSIGNMENT OF PROCEEDS, CONTRACTURAL LIEN, AND AUTHORIZATION**

**(“Agreement”)**

I hereby direct any and all insurance carriers, attorneys, agencies, governmental departments, companies, individuals, and/or other entities (“payers”), which may elect or be obligated to pay benefits to me for any medical conditions, accidents, injuries, or illnesses, past or future (“condition”), to pay directly to, and exclusively in the name of, **Koala Health & Wellness Centers, Inc. (“Office”)**, such sums as may be owing to **Koala Health & Wellness Centers, Inc.** for charges incurred by me at the Office (“Charges”).

I further grant a contractual lien to **Koala Health & Wellness Centers, Inc.** with respect to my charges, applicable to all payers; however, I understand that nothing in this Agreement shall be construed as an election by **Koala Health & Wellness Centers, Inc.** to claims protection under any statutory lien law. For the purposes of this Agreement, “benefits” shall include, but not be limited to, proceeds from any settlement, judgment, or verdict, as well as any proceeds relating to commercial health or group insurance, disability benefits, worker’s compensation benefits, medical payments benefits, personal injury protection, lost wages benefits, lost services benefits, no-fault coverage, uninsured and underinsured motorist coverage, third-party liability distribution, malpractice proceeds, attorney retained agreements, and any other benefits or proceeds payable to me for the purposes stated herein, regardless of whether such proceeds are related to my charges or not.

I further agree that, in the event a payer refuses to pay **Koala Health & Wellness Centers, Inc.** I hereby assign to the Office, insofar as permitted by law, the following: all of my rights, remedies, and benefits as well as any and all causes of action that I may have against such 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.

In the event that I retain one or more attorneys to represent me in this matter, I hereby direct each attorney to issue a letter of protection to this office regarding my charges. Upon issuance, I hereby agree that such letter(s) of protection cannot be revoked or modified without expressed written consent of this Office. I further direct (and the Office hereby requests) each attorney to provide immediate notice to the office regarding any funds received by the attorney relating to my accident, to promptly pay the Office out of such funds, and to provide a full accounting of such funds to the Office upon its request.

I hereby direct all payers to release to **Koala Health & Wellness Centers, Inc.** any information regarding any coverage or benefits which I may have including, but not limited to, the amount of coverage, the amount paid thus far, and the amount of any outstanding claims.

I hereby direct the Office to file a copy of this Agreement, together with any applicable charges, with any or all payers, regardless of whether a claim has been established with said payers. I hereby authorize **Koala Health & Wellness Centers, Inc.** to endorse/sign my name on any and all checks listing me as the payee, which are presented to this Office for payment of an account relating to me, my spouse, or any of my dependents. I further authorize **Koala Health & Wellness Centers, Inc.** to apply any credit balances on charges incurred by me 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.

I hereby authorize **Koala Health & Wellness Centers, Inc.** to file my claims with my health insurance. I understand, however, that in the event that my charges are submitted in their full amount to any other form of insurance or source of payment (e.g., liability, medpay, attorney, etc.), I hereby authorize and direct **Koala Health & Wellness Centers, Inc.** to collect any write-offs or discounts, issued by my health insurance, out of the proceeds from the other insurance or source of payment. This authorization cannot be revoked without the express written consent of **Koala Health & Wellness Centers, Inc.**

I understand that I remain personally responsible for the total amounts due **Koala Health & Wellness Centers, Inc.** for their services. This Agreement does not constitute any consideration for this Office to await payments and it may demand payments from me immediately upon rendering services as its option. If this Office must take any action to collect an outstanding balance on my account, I will be responsible for payment and will reimburse **Koala Health and Wellness Centers, Inc** for all costs of such collection efforts including, but not limited to, all court costs and all attorney fees.

This Agreement shall not be modified or revoked without the mutual written consent of **Koala Health & Wellness Centers, Inc.** and myself. I hereby revoke any previously signed authorizations, whether executed at this office or any other office to the extent that the terms of those authorizations conflict with the terms of this Agreement.

I agree that each and every provision of this Agreement is reasonably necessary for the protection of the rights and interests of **Koala Health & Wellness Centers, Inc.** and myself. However, should any provision of this agreement be found to be invalid, illegal or unenforceable, or for any reason cease to be binding on any party hereto, all other portions and provisions of the Agreement shall, nevertheless, remain in full force and effect.

Patient Name (please print): \_\_\_\_\_

Patient Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name of custodial parent or legal guardian (please print): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_