Island Health Center, P.A.
4623 Fort Crockett Blvd.
Galveston, Texas 77551
(409) 762-7646 (P) • (409) 762-1933 (F)

HEALTHCARE PROVIDER AGREEMENT

PATIENT: _____

DATE OF ACCIDENT: _____

DATE OF FIRST VISIT: _____

3RD PARTY INSURANCE: _____

ISLAND HEALTH CENTER, P.A. agrees to bill the above insurance company on your behalf with the following provisions:

1. Island Health Center will wait 90 days to receive payment from the above carrier. You, the patient, are responsible for directing the insurance carrier to draft a separate check to our clinic, or you will be responsible for payment out of any settlement you receive.

2. If you cannot negotiate a settlement with the insurance carrier in 120 days, you will provide Island Health Center with one of the following:
   - A letter of protection from an Attorney
   - Payment in full
   - Payments of 20% of the bill due on the first of each month until paid in full.

3. If the above is not fulfilled by 150 days after the first visit, Island Health Center will turn the account over to the Credit Bureau and continue to pursue collection of this balance remaining for services rendered by Island Health Center. You will be responsible for all legal costs incurred in collection of this debt.

I have read and understand the terms and conditions of Island Health Center pertaining to my 3rd party insurance claim I have on file regarding the accident date above.

_____ _____

Signature Date

ISLAND HEALTH CENTER
4623 FORT CROCKETT BLVD.
GALVESTON, TX 77551
PHONE: (409)762-7646 FAX: (409) 762-1933

IRREVOCABLE ASSIGNMENT OF BENEFITS

In consideration for the healthcare services to be rendered to patient _____
Patient Name

by Island Health Center, patient hereby assigns and grants to Island Health Center an undivided interest of the cause of action patient has against _____
Insurance Company Name

That arose out of the incident that occurred on or about _____.
Date of Incident

Island Health Center is assigned an irrevocable interest in any cause of action that exists in my favor, against any person or entity, to the extent of his/her charges for services rendered to me. Island Health Center may bring suit against such person or entity, in my name or his/her name, to recover his/her charges for treatment rendered.

_____
Signature of Patient

_____
Date

Office Use Only:

Claim Number: _____

Adjuster Name: _____

Adjuster Phone Number: _____

Adjuster Fax Number: _____

Date Faxed: _____

Claims Mailing Address: _____

_____

FOR DIRECT PAYMENTS BY MY PAYERS TO Island Health Center

(Assignment & Lien)

Purpose. The purpose of this Assignment & Lien is to assist the Office in collecting from various Payers who may be responsible for paying on my Charges. Accordingly, I agree to the following and direct all Payers as follows

Definitions. In this Assignment & Lien, the following terms shall have the following meaning. "Office" and "Clinic" shall refer to Island Health Center "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, individual, and any other entity, which may elect or be obligated to pay or disburse Proceeds, either now or in the future; "Proceeds" shall include without limit the proceeds from any settlement, judgment, or verdict, the proceeds from any promise to pay or reimburse, the proceeds relating to "health-care-insurance receivables" and/or "payment intangibles" as such are defined by the applicable Uniform Commercial Code, and the proceeds relating to the following benefits, plans, or coverages: individual and group health benefits Medicare, Medicaid, workers' compensation, disability, liability, uninsured and under insured 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 Office's service (including without limit treatment, medical equipment, supplies, supplements, narrative reports, photocopies, depositions, and testimony), an Collection Costs incurred by the Office, interest and delinquency penalties to the extent permitted by law, and any other charges incurred by me at th Office; "Collection Costs" shall include without limit any pre- and post judgment court costs, filing fees, service of process charges, attorneys fees, fee or costs associated requests for reconsideration, independent reviews or appeals to any Payer, and any other costs of collection incurred by the Offic in any effort or action to collect my Charges either from me or from any Payer.

Assignment and Lien Terms. I hereby assign to the Office to the extent permitted by law, but only to the extent of my Charges, all of my right remedies, and benefits relating to any Payer, including without limit my right to receive Proceeds from any Payer now or in the future, and any and a causes of action that I might have against any Payer now or in the future, the right to prosecute such causes of action either in my name or in th Office's name, and the right to settle or otherwise resolve such causes of action as the Office sees fit. I further grant a contractual lien to the Office wi respect to my Charges. I further intend for this Assignment & Lien to create a secured interest under the applicable Uniform Commercial Code wi respect to my Charges, which lien shall attach to all Proceeds to the extent permitted by law and shall also be automatically perfected effective as the date and time that my condition first arose, and further authorize the Office to file the form(s) normally filed with the secretary of state or oth governmental agency relating to such lien. Consistent with these terms, I hereby direct any and all Payers, to pay the Proceeds directly to, immediat to, and exclusively in the name of, the Office to the extent of my Charges.

Specific Direction to Any Attorney I Retain, Such as in Accident Cases. In the event that I retain one or more attorneys to assist me in collecti any Proceeds, I hereby direct (and the Office hereby requests) each attorney to provide immediate notice to the Office regarding any Procee 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 agr that the purpose of any Proceeds received by the attorney shall be primarily to pay my Charges. I further agree to and hereby irrevocably waive a present or future right I may have, whether arising under a "Common Fund Doctrine" or other legal basis, to require the Office to reduce its Charges balance by a proportionate or weighted share of my attorney's fees, costs, and other expenses of pursuing collection of my claims, including Office's Charges.

Disclosure Directives. I hereby direct each and every Payer to immediately release to the Office any Pertinent Information relating to (a) coverage I may have and (b) any Determination by the Payer relating to the Office's Charges. "Pertinent Information" shall include without limit amount of total coverage available and remaining, as well as the amount of any outstanding claims which the Payer has received from any claim relating to my condition. "Pertinent Information" shall also include without limit copies of all documents, records, and other information (a) relied u by the Payer in making a Proceeds Determination, or (b) was submitted, considered, or generated in the course of making a Proceeds Determina without regard to whether such document, record, or other information was relied upon in making the Proceeds Determination. "Proce Determination" shall include without limit any determination by the Payer to pay, deny, or delay payment of any Proceeds relating to the Offi Charges, as well as a decision to refer the Charges to an independent review or audit, utilization review, or independent medical exam. I fur authorize and direct the Office to release any information relating any services rendered to or for me by the Office to all Payers, including without lin copy of my Charges and a copy of this Assignment & Lien.

Miscellaneous. Except as provided in this paragraph, this Assignment & Lien shall not be modified or revoked without the expressed, written con of the Office. I hereby revoke, with the Office's consent, the terms of any previously signed documents, but only to the extent those terms conflict the terms of this Assignment & Lien. I agree that each and every provision of this Assignment & Lien is reasonably necessary for the protection o rights and interests of the Office and myself. However, should any provision of this Assignment & Lien be found to be invalid, illegal or unenforce or for any reason cease to be binding on any party hereto, all other portions and provisions of this Assignment & Lien shall, nevertheless, remain i force and effect. This Assignment & Lien shall be governed under the laws of the state where the Office is located, and is performable in the cc where the Office is located. In any action based upon this Assignment & Lien, I hereby consent to personal jurisdiction and venue of any court ir county and waive all objections based on improper jurisdiction, venue, or forum inconvenience. I further waive any statute of limitations which apply in any action based upon this Assignment & Lien.

I have read, understood, and agree to the terms of this Assignment & Lien.

Patient Name (print): _____

Patient Signature: _____ Date: ___/___/___

Name of Custodial Parent or Legal Guardian, on Behalf of the Patient (please print): _____

Parent/Guardian Signature: _____ Date: ___/___/___