



ASSIGNMENT OF BENEFITS

RECORDS RELEASE, ASSIGNMENT OF BENEFITS, RESERVATION OF BENEFITS, REQUEST TO ESCROW DISPUTED BENEFITS RELATED TO PROVIDER'S CLAIMS, DURABLE POWER OF ATTORNEY TO NEGOTIATE INSURANCE PAYMENTS, LIEN ON PROCEEDS FOR SERVICES RENDERED AND GENERAL PATIENT RESPONSIBILITIES

For the consideration of receiving services by AFO Imaging, Inc., and LCM Imaging, Inc. and Palm Beach Diagnostics Holding LLC (LCM and Palm Beach are fully owned by AFO Imaging, Inc) doing business under its own name or under the fictitious names *Advanced Diagnostic Group, Advanced Imaging, Inc., Advanced Family Open MRI, Advanced Family Open MRI Centers, Advanced Family Open MRI of Orlando, and Advanced Family Open MRI of Kissimmee* (hereinafter referred to as "The Imaging Company") and for other good and valuable consideration, I hereby agree to the following:

RECORDS RELEASE: I authorize *assignees* to release any information pertinent to my case to any insurance company, *adjuster*, or attorney to facilitate *collection* under this *Assignment*, Lien, Reservation of Benefits and Authorization. I, hereby, authorize release of any and all medical information and/or records or previous films to AFO Imaging, Inc. for the purpose of my diagnostic interpretation and verification of benefits.

ASSIGNMENT OF BENEFITS, RESERVATION AND REQUEST TO ESCROW ANY DISPUTED BENEFITS: Pursuant to Florida Statutes 627.736(5) I hereby assign my insurance benefits and any and all causes of action available under my policy of automobile insurance to The Imaging Company, the Assignees. Additionally, both the assignees and the undersigned patient acknowledge they are foregoing or assuming certain rights under this agreement that they would not otherwise have under normal circumstances; and as such, agree the same serves as additional consideration for this assignment of benefits to the provider/assignees. In the event my insurance company, obligated to make payments to me upon charges made by assignees for services, refuses to make or reduces such payments and in order to maximize the benefits available under my policy coverage, I hereby request the insurance company (assuming there is coverage remaining at the time the *company* receives the *Assignees'* bill and if the company fails to pay *Assignees* the full amount of the bill(s) submitted), to avoid exhaustion of coverage while *Assignees* pursues its rights under this Assignment; both parties to this agreement (**the assignees and I**) further authorize, direct, notice and request the Insurance Company to set aside and place in escrow an amount equal to the full amount of any such denial or reduction, and to hold that amount in escrow until the dispute is resolved in the appropriate forum.

DURABLE POWER OF ATTORNEY TO NEGOTIATE INSURANCE PAYMENTS: I hereby grant *The Imaging Company* Power of Attorney to endorse checks and/or to sign any piece of paper which will enhance or expedite payment to assignees for services rendered, including but not limited to a release of medical records and assignment of benefits/authorization to pay. Know by all these present that: The undersigned as made, constituted and appointed, and by these presents does hereby make, constitute and appoint *The Imaging Company* and any of its duly authorized agents and employees as and to be the undersigned true and lawful attorney for and in the undersigned's name, place and stead to endorse any and all checks, drafts or monies orders which are made payable to the undersigned alone or to the undersigned and *The Imaging Company* which checks, drafts or money orders are made payable for services which have been made by *The Imaging Company* at the request or with the knowledge and approval of the undersigned and/or the maker of the check, draft or money order.



Furthermore, the undersigned allows *The Imaging Company* and any of its agents to sign any papers that will be necessary to enhance, expedite and/or allow payment to said provider. This may include affidavits of non-ownership of vehicles, insurance forms and other statements. The undersigned by these presents does give and grant *The Imaging Company* as Attorney the full power and authority to do and perform all and every act whatsoever requisite and necessary to be done in and about the premises as fully to all intents and proposes as the undersigned might or could do, to personally present insofar as the endorsing and cashing of said checks are concerned as well as any other document. Hence, I agree that the above mentioned/Assignees be given Special Power of Attorney to endorse/sign my name on any and all checks and claim forms for payment of my bill, if any insurance draft arrives at the assignee's office drawn in my name or both names for payment of services rendered and submitted to the carrier. This durable power of attorney is not affected by subsequent incapacity of the principal except as provided in s. 709.08, Florida Statutes";

LIEN ON PROCEEDS FOR SERVICES RENDERED: I authorize you, my insurance company and/or my attorney, to pay directly to *The Imaging Company*, ("Assignees") all such sums as may be due and owing to the *Assignees* for services rendered, and to withhold such sums for any disability benefits, medical payments, No Fault benefits, or any other insurance benefits obligated to reimburse me for any claims, settlement, judgment, or verdict for me, as may be necessary to adequately protect said *Assignees* for payment for any services rendered. I give this lien to said *Assignees* for any and all insurance benefits and any and all proceeds of any settlement, judgment, verdict or other monies which may be paid to me as a result of the injuries or illness for which I received services by *Assignees*, to the extent they have provided services and remain unpaid for services provided.

GENERAL PATIENT RESPONSIBILITIES: I understand that I remain personally responsible for the total amounts due *Assignees* for their services as insurance coverage may only pay a certain percentage of the bill; as, I may have an insurance deductible or my insurance benefits may exhaust or otherwise be limited. I further understand and agree that this Assignment, Lien and Authorization *does not require Assignees to await payments and they may demand payments from me immediately upon rendering services at their option, although the assignees agrees to first demand immediate payment from the insurance company as their first means of pursuing payment for services rendered.* Also, I understand that if this account is assigned to an attorney for collection and/or suit, the assignees shall be entitled to reasonable attorney's fees and cost of collection. I also understand that if any bad check is written, I agree to pay for those added costs.

Please sign below stating that you agree to and understand the above. Also please note that the section regarding patient responsibility specifically applies to the portion of billing, if any, not paid by insurance because of deductibles or because of limits and / or exhaustion.

Dated this _____ day of _____ 20__.

Patient's Signature

Witness

Patient's Printed Name

Witness #2

Revised June 2014