

## **ASSIGNMENT, LIEN, RELEASE & POWER OF ATTORNEY**

**THIS ASSIGNMENT, LIEN, RELEASE, AND POWER OF ATTORNEY (hereinafter the “Agreement”), is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between \_\_\_\_\_, (hereinafter “Patient”) and Chiropractic Dimensions LLC, dba Physical Dimensions Integrative Health Group (hereinafter “Physical Dimensions”).**

WHEREAS Patient desires to receive chiropractic and rehabilitative services from Physical Dimensions and desires to assign certain rights and benefits to Physical Dimensions as consideration for Physical Dimensions awaiting payment for such benefits.

Accordingly, Patient hereby enters into this contract and consents to and agrees to the following provisions:

- A. Patient hereby authorizes Physical Dimensions to furnish a full report and records regarding Patient’s case history, examination, diagnosis, treatment and prognosis, x-rays, laboratory reports and the results of all tests of any type or character to Patient’s attorney and insurer(s).
- B. Patient hereby assigns to Physical Dimensions any and all benefits payable by Patient’s insurance plan(s), Patient’s health care plan(s), and any and all benefits payable by an insurer or any other person or entity as a result of charges incurred by Patient for services rendered by Physical Dimensions. Patient also assigns to Physical Dimensions any and all contractual rights Patient has against insurers, health care benefit plan(s), or any other person or entity potentially liable to Patient for payment of health care costs incurred by Patient as a result of services rendered by Physical Dimensions.
- C. Patient fully understands that Patient is directly and fully responsible to Physical Dimensions for all bills for services rendered and that this agreement is made solely for additional protection and consideration for Physical Dimensions to await payment. Patient further understands that such payment to Physical Dimensions is not contingent on any settlement, claim, judgment, or verdict that Patient may eventually recover. In the event of non-payment by any insurance company, health care benefit plan, or any other person or entity possibly liable to Patient for payment of health care costs incurred by Patient as a result of services rendered by Physical Dimensions, Patient agrees to be responsible for any such outstanding balance, including interest at a rate of 1% per month, plus attorney’s fees and costs incurred by Physical Dimensions.

- D. Patient fully understands that this lien and assignment given to Physical Dimensions herein is irrevocable.
- E. By executing this Agreement, **Patient hereby instructs and directs any attorney representing Patient to honor this Agreement and issue payment directly to Physical Dimensions, 88 Inverness Circle East, A106, Englewood, CO 80112, telephone number (303) 925-1050.** Patient directs that his/her attorney be bound by this lien and treat it, irrevocably, as an assignment due to Physical Dimensions. Physical Dimensions is relying upon this Agreement, and as a result of such reliance, Physical Dimensions is providing care and treatment for which this Agreement provides security for payment. *Moreover*, Patient agrees that Physical Dimensions is to be viewed as a third party beneficiary of this direction to Patient's attorney, and it is Patient's intent to impose upon Patient's attorney(s) an obligation to comply with the terms of this directive.
- F. **Patient hereby instructs and directs all insurers and all other persons possibly liable or responsible for Patient's healthcare costs to issue payment for healthcare services rendered by Physical Dimensions directly to Physical Dimensions, 88 Inverness Circle East, A106, Englewood, CO 80112, telephone number (303) 925-1050.**
- G. Patient agrees that he or she has an obligation to provide a copy of this Agreement to Patient's attorney(s), insurer(s), and all other persons possibly liable or responsible for Patient's healthcare costs. Patient further agrees that Physical Dimensions has Patient's consent and authority to provide copies of this Agreement to any other person or entity it deems necessary.
- H. Patient agrees that in the event Patient receives any check, draft, deposit, transfer, title, property, or other payment subject to this Agreement, Patient agrees to act as fiduciary agent for Physical Dimensions and will immediately deliver said check, draft, deposit, transfer, title, property, or other payment to Physical Dimensions to be applied towards Patient's debt for services rendered.
- I. In the event Patient's attorney or agent receives any type of check, draft, deposit, transfer, title, property, or other payment subject to this Agreement, Patient hereby instructs and directs his/her attorney to pay Physical Dimensions in full for Patient's debt for services rendered.
- J. Patient hereby appoints Physical Dimensions as Patient's true and lawful attorney, irrevocable, and with full power of substitution, for Patient and in Patient's name, to ask, demand, sue for, collect, endorse, sign and receive proceeds from insurance, other health benefits, and third party claims

relating to services rendered to Patient by Physical Dimensions. Physical Dimensions is not obligated or compelled to exercise such powers but may do so in its sole discretion. Patient agrees to fully cooperate with Physical Dimensions in collecting said amounts.

- K. Patient hereby authorizes Physical Dimensions to receive a complete copy of Patient's insurance policy/policies, including any declarations, endorsements, conditions, limitations, or exclusions.
- L. Being that this Agreement is contractual in nature and irrevocable, it will supersede any future bankruptcy filings and proceedings, and payment will still be due.
- M. Patient agrees and understands that interest of 1% per month on any unpaid balance will begin to accrue 60 days after settlement of Patient's claim, judgment on Patient's claim, verdict on Patient's claim, or Patient's or Patient's attorney's receipt of any type of payment on Patient's claim, whichever occurs first.
- N. Patient further agrees to provide to Physical Dimensions the name of the alleged tortfeasor(s) and the alleged tortfeasor's/tortfeasors' insurer(s) once known by Patient or Patient's attorney.
- O. A copy of these documents shall be as binding as the document bearing the original signatures.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Patient's Signature

\_\_\_\_\_  
Patient's Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. McKenzie S. Reifschneider DC or  
Dr. Tyler C. Fowler DC  
Physical Dimensions

\_\_\_\_\_  
Date

\_\_\_\_\_  
Patient's Attorney Signature

\_\_\_\_\_  
Patient's Attorney's Printed Name



# PHYSICAL DIMENSIONS

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