



## Motor Vehicle Accident Cases

It is the policy of this office to process Motor Vehicle Accidents in the following order:

Please read below and initial indicating you understand and accept this policy.

1. \_\_\_\_ **MEDPAY/PIP:** We will file claims with your automobile insurance (regardless of fault) under their medical payments (MEDPAY) or personal injury protection (PIP) coverage.
2. \_\_\_\_ **HEALTH INSURANCE:** If you do not have MEDPAY/PIP coverage we will use your personal health insurance (Medicare & Medicaid patients excluded) to help offset the cost. There will be a portion that health insurance does not cover - this is patient responsibility. The amount of patient responsibility is determined by your specific plan benefits (deductibles, co-insurance, co-payments). We can verify your insurance benefits to give you a better understanding of your financial expectations.
3. \_\_\_\_ **OUT-OF-POCKET:** You can pay out-of-pocket for your treatment. If you opt to go this route we offer time-of-service discounts. In order to be reimbursed, you will have to take the receipts and medical records from our office and bill the 3<sup>rd</sup> party directly.
4. \_\_\_\_ **3<sup>RD</sup> PARTY BILLING (At-fault/Bodily Injury Claims): 3<sup>rd</sup> party cases need to be reviewed and accepted by the doctor. If your case has been accepted it is important to understand that we will not be submitting any of your claims or medical records to the 3<sup>RD</sup> PARTY INSURANCE until the doctor has released you from care or you have notified us that you are ready to settle your claim. Please do not sign an authorization with the 3<sup>RD</sup> PARTY INSURANCE. You must check with our office for the total amount due on your account prior to settlement. Any unpaid balance by the 3<sup>RD</sup> PARTY INSURANCE is YOUR RESPONSIBILITY!**

*\*\*\*All patients treating for injuries sustained in a motor vehicle accident will be subjected to sign our **Authorization & Lien** form prior to receiving treatment. If you choose not to sign the form today, we will reschedule your appointment for a later date to give you time to review all the documents.*

Print Name: \_\_\_\_\_

Signature & Date: \_\_\_\_\_

**Pairmore & Young: Synergy Chiropractic  
Auto Insurance Verification Sheet**

Name: \_\_\_\_\_ Date of injury: \_\_\_\_\_

<b>1. Medpay/ PIP</b>	<u>Yes</u>	<u>No</u>	Date: _____
a. Insurance Company:	_____		
b. Adjuster's Name:	_____		
c. Adjuster's Phone #:	_____		
d. Claim or Policy #:	_____		
e. Address:	_____		
f. Amount in medpay:	_____		
g. Lien notification:	<u>Yes</u>	<u>No</u>	

<b>2. Health INS</b>	<u>Yes</u>	<u>No</u>	Date: _____
a. Insurance Company:	_____		
b. Insurance Phone #:	_____		
c. Insurance ID #:	_____		
d. Notified about accident:	<u>Yes</u>	<u>No</u>	

<b>3. At-Fault Party</b>	Date: _____
a. Policy Holder's Name:	_____
b. Insurance Company:	_____
c. Address:	_____
d. Adjuster's Name:	_____
e. Adjuster's Phone #:	_____
f. Claim #:	_____
e. Lien Notification:	<u>Yes</u> <u>No</u>

<b>4. Attorney:</b>	<u>Yes</u>	<u>No</u>	
a. Name:	_____		
b. Phone:	_____		
c. fax:	_____		
d. Lien notification:	<u>Yes</u>	<u>No</u>	

# ASSIGNMENT, UCC LIEN, AND AUTHORIZATION

## FOR DIRECT PAYMENTS BY MY PAYERS TO Pairemore & Young: Synergy Chiropractic

**PURPOSE AND CONSIDERATION; TERMS WHICH PAYERS MAY BE REQUIRING.** The purpose of this Assignment & UCC Lien is to assist the Office in obtaining Proceeds from various Payers (including without limit my Attorney) for the payment of my Charges. In consideration for receiving / continuing health care at the Office based on terms which Payers may be requiring, as well as on terms set forth in various documents of the Office, I agree to the following and direct all Payers as follows:

**DEFINITIONS.** In this Assignment & UCC Lien, the following terms shall have the following meaning: "Office" and "Clinic" shall refer to Pairemore & Young: Synergy Chiropractic, LC / Dr. John Pairemore / Dr. Dennis Young, located at 3210 Denali Street, Ste 1, Anchorage, AK 99503. "Assignment & UCC Lien Document," "Assignment & UCC Lien, Assignment & Lien," and other like phrases shall refer to this document. "Payer" shall refer to without limit any insurance carrier, health benefit plan administrator and fiduciary, health maintenance organization, preferred and independent provider organization, attorney, adjuster, claims handler, medical examiner, individual reviewer or review entity, 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, or which may be involved directly or indirectly in determining the obligation 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 "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 and Medicaid workers' compensation, disability, liability, uninsured and underinsured motorist, no-fault, medical expense or payments benefits ("Medpay"), personal injury protection ("PIP"), lost wages, lost services, property damage, errors & omissions, and malpractice; "Charges" shall include without limit the full fees for the Office's goods and services (including without limit treatment, diagnostic services, medical equipment, supplies, supplements, narrative reports, photocopies, pre-authorization requests, no-shows, depositions, and testimony), whether rendered before or after the date of this Assignment & UCC Lien, any Additional Costs incurred by the Office as defined herein, delinquency penalties and interest to the maximum extent permitted under law or at the annual rate of eighteen percent (18%), whichever is greater, and any other charges incurred by me at the Office. "Additional Costs" shall include without limit any costs incurred by the Office relating directly or indirectly to (i) any effort or action to collect my Charges either from me or from any Payer, or (ii) any legal or medico-legal action, process, or claim of any nature against, or by, the Office or its employees for any reason relating to the foregoing items, (i)-(ii), or the previous clause ("Medico-Legal Process"). "Medico-Legal Process" shall include without limit civil and administrative proceedings, mediation, arbitration, interpleader actions, cross-claims or counterclaims, requests for reconsideration, independent reviews, and internal appeals. Costs associated with such Medico-Legal Processes shall also include without limit any pre- and post-judgment costs, filing fees, service of process charges, and attorney's fees.

**ASSIGNMENT AND UCC LIEN TERMS.** (i) Assignment Terms: I hereby assign to the Office to the extent permitted by law, but only to the extent of my Charges, all of my Claims to, rights to, and interests in, Proceeds, whether resolved or unresolved, including without limit ownership rights, which I may have now or in the future relating directly or indirectly to my Charges, condition, or causes of my condition ("Claims to Proceeds"), including without limit any and all causes of action, receivables, payment intangibles, and remedies that I might have against or with respect to any Payer now or in the future, and the right to prosecute, seek, settle, or otherwise resolve such Claims to Proceeds either in my name or in the Office's name and as the Office otherwise sees fit. I agree that this assignment shall be effective as of the date and time the initial cause of my condition occurred. (ii) UCC Lien Terms: I further intend for this Assignment & UCC Lien to create a security interest under the applicable Uniform Commercial Code; accordingly, I hereby grant to the Office a primary, non-contingent security interest in all of my Claims to Proceeds to the extent permitted by law for the purpose of securing payment of my Charges ("UCC Lien"), the attachment and perfection of which shall relate back to, and be effective as of, the date and time that the initial cause of my condition occurred; I further authorize the Office to file the form(s) normally filed with the secretary of state or other governmental agency relating to such security interests, and to make such filings in all relevant jurisdictions as the Office sees fit in its sole discretion; I agree that once payment in-full has been made towards all outstanding Charges to the full extent permitted by law or contract and also as defined by my agreement with the Office, such security interest shall be removed or terminated solely upon my written request sent through the U.S. Postal Service Certified Mail. (iii) Other Assignment and UCC Lien Terms: Consistent with the foregoing terms, I hereby direct any and all Payers, to pay the Proceeds directly to, and exclusively in the name of, the Office to the full extent of my Charges. To the extent that any law, including without limit a lien statute, purports to limit, reduce, or modify the distribution of Proceeds in any manner inconsistent with this Assignment & UCC Lien including without limit through the reservation of a portion of the Proceeds exclusively to me, I hereby waive such limits, reductions, or modifications. Such waiver shall not adversely affect or prejudice any rights which the Office may have and elect to exercise under said law.

**SPECIFIC DIRECTION TO ANY ATTORNEY I RETAIN, SUCH AS IN ACCIDENT CASES.** I hereby direct (and the Office hereby requests) each attorney to provide immediate notice to the Office regarding any Proceeds 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 agree that the purpose of such Proceeds shall be primarily to pay my Charges. If I have a dispute with the Office, attorney, or any other party for any reason, any remedies I may have shall not include instructing my attorney to withhold or delay payment of Proceeds to the Office for any portion of the Charges. I further agree to and hereby irrevocably waive any present or future right I may have, whether arising under a "Common Fund Doctrine" or other legal basis, to require the Office to absorb the costs associated with, or otherwise assume responsibility for, any portion of my attorney's fees and costs, or other expenses of obtaining Proceeds.

**DISCLOSURE DIRECTIVES TO ALL PAYERS.** I hereby direct each and every Payer to immediately release to the Office any Pertinent Information relating to (a) any coverage I may have and (b) any Proceeds Determination by the Payer relating to the Office's Charges. "Pertinent Information" shall include without limit the amount of total coverage available and remaining, as well as the amount of any outstanding claims which the Payer has received from any claimant relating to my condition. "Pertinent Information" shall also include without limit copies of all documents, records, and other information (a) relied upon by the Payer in making a Proceeds Determination, or (b) was submitted, considered, or generated in the course of making a Proceeds Determination without regard to whether such document, record, or other information was relied upon in making the Proceeds Determination. "Proceeds Determination" shall include without limit any determination by the Payer to pay, deny, or delay payment of any Proceeds relating to the Office's Charges, as well as a decision to refer the Charges to an independent review or audit, utilization review, or independent medical exam. I further 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 limit a copy of my Charges and a copy of this Assignment & UCC Lien, unless otherwise agreed to in writing.

**MISCELLANEOUS.** Except as provided in this paragraph, this Assignment & UCC Lien shall not be modified or revoked without the expressed, written consent 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 with the terms of this Assignment & UCC Lien. I agree that each and every provision of this Assignment & UCC Lien is reasonably necessary. However, should any provision of this Assignment & UCC Lien 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 this Assignment & UCC Lien shall, nevertheless remain in full force and effect. This Assignment & UCC Lien shall be governed under the laws of the state where the Office is located, and is performable in the county where the Office is located. In any action based upon this Assignment & UCC Lien, I hereby consent to personal jurisdiction and venue of any court in said county and waive all objections based on improper jurisdiction, venue, or forum inconvenience. I further waive any statute of limitations which may apply in any action based upon this Assignment & UCC Lien.

I have read, understood, and agree to the terms of this Assignment & UCC 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: \_\_\_\_/\_\_\_\_/\_\_\_\_

# FINANCIAL POLICY AND AGREEMENT

## Pairmore & Young: Synergy Chiropractic

I, the undersigned, in consideration of the Office's services, agree to the following terms:

**Definitions.** In this Agreement, "Office" and "Clinic" shall refer to Pairmore & Young: Synergy Chiropractic LLC located at 3210 Denali St, Ste 1, Anchorage, AK 99503. "Financial Policy" or "Agreement" shall refer to this document.

**Authorization to Sign My Name on Payments; Transfer of Credit Balances.** I authorize the Office to endorse or sign my name on any and all payments listing me as a payee which are received by the Office for payment of Charges incurred by me, my spouse or my dependents. In such cases, my printed name, followed by the phrase, "(by [Name of Office])," shall serve as a properly authorized endorsement. I further authorize the Office to apply any credit balances on my Charges 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.

**Personal Responsibility for My Charges.** I understand that I remain personally responsible for my Charges and that at any time, I can request a copy of my total Charges from the Office. Except where provided otherwise by law or by contract, I agree to pay the full amount of my Charges to the Office promptly upon its demand. I understand that the Office's Assignment does not constitute an agreement by the Office to await payment of my Charges. I agree that any delay by the Office in making demand for payment, any delay in paying the full amount of my Charges, and any partial payments received by the Office towards my Charges, shall not constitute acceptance of any installment payment plan, shall not constitute a waiver of the Office's right to receive payment-in-full promptly upon demand, and shall not constitute an "accord and satisfaction" of my Charges, regardless of any such terms or restrictions indicated on, or included with, any payments. I also agree that my account with your Office shall be construed as in "default" on the earlier of the following dates: (a) a Payer fails to pay any or all of the Charges in-full and directly to the Office upon receipt of those Charges within thirty (30) days or the period established by the earliest prompt pay deadline applicable to the Payer (whichever occurs later), (b) I do not pay any or all of the Charges in-full within fourteen (14) days of request, or (c) the Office attempts to charge my credit card in compliance with a written Payment Arrangement, but the charge is declined or not approved.

**Personal Responsibility for Verifying the Limitations in My Coverage; Financial Responsibility for Non-Covered Charges.** I understand that in any given situation, a Payer may initially refuse to make payment to the Office, may delay payment for an indefinite or unreasonable amount of time, or may actually request a refund from the Office after making payment, and do so either in whole or in part with respect to any given Charge incurred at the Office (collectively, "Deny Payment"). For example (without limiting this Agreement), I understand that a Payer may Deny Payment, stating that the Charge is "not a covered benefit" under its policy or exceeds some other limitation. I further understand that a Payer may Deny Payment stating that the individual provider who actually renders the treatment or procedure is out-of-network. I also understand that a Payer may claim, based on internal criteria, that a particular Charge is or was not medically necessary or was not sufficiently documented, and should therefore be denied or downcoded. I also understand that a Payer may require certain Charges to be pre-certified or pre-authorized. In the event that my condition arose from an accident, I further agree to the terms of the Office's Auto / Work Comp Advance Beneficiary Notices as applicable. I understand that there may be many other situations where a Payer may Deny Payment based on a particular contractual term applicable to me or to the Office (collectively, "Terms of Non-Coverage"). To the extent permitted by law or by contract, I agree that I am solely and exclusively responsible for verifying all Terms of Non-Coverage prior to incurring any Charges at the office. I agree that if I have any questions about the Terms of Non-Coverage, I can request copies of the Office's verification (e.g., eligibility, pre-authorization) forms to gain further understanding. I agree that should the Office assist me in any way in the verification, pre-authorization, or billing process, I assume the risk that the Payer and/or the Office may in my opinion not accurately understand and/or communicate the Terms of Non-Coverage and/or bill my Charges to my Payers. Should any Payer Deny Payment, or should any Payer be likely to Deny Payment as determined by the Office in its sole discretion, I agree that I am personally, fully, and immediately responsible for the portion of my Charges denied or likely to be denied. In no event shall I hold the Office responsible or liable in any of the foregoing instances.

**Direction to the Office to Apply the Lowest Mandatory Fee Reduction When Two or More Payers Are Involved.** Unless otherwise agreed to in writing, I authorize the Office to submit my Charges, as well as a copy of the Assignment & Lien, to any and all Payers, without limit in accident cases my health benefit plan, but not including Medicare. Notwithstanding the foregoing, in the event that the Office determines in its sole discretion that it has any reasonable basis for either submitting or not submitting my Charges and/or other documentation to a Payer, I hereby authorize the Office to take such action without condition or restriction. I understand that some or all of these Payers may utilize fee schedules which (a) the Office has agreed to accept, directly with said Payers in writing, or (b) law expressly imposes on the Office to accept (collectively, "Mandatory Fee Reductions"). I further understand that the Mandatory Fee Reductions imposed on the Office with respect to one Payer may exceed the Mandatory Fee Reductions imposed on the Office with respect to another Payer. In such an event, I hereby authorize and direct the Office insofar as permitted by law to apply the lower of the two Mandatory Fee Reductions to its Charges. I further agree that in the special event that Mandatory Fee Reductions are imposed on the Office by virtue of laws which regulate or restrict "balance billing," I hereby waive the application of such laws to the extent permitted by law. In the event that no Mandatory Fee Reductions are actually imposed on the Office with respect to a Payer, I authorize and direct the Office to collect up to its full Charges from such Payer.

**Miscellaneous Provisions.** Except as provided in this paragraph, this Agreement shall not be modified or revoked without the expressed, written consent 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 with the terms of this Agreement. I agree that each and every provision of this Agreement is reasonably necessary. 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 this Agreement shall, nevertheless, remain in full force and effect. This Agreement shall be governed under the laws of the state where the Office is located, and is performable in the county where the Office is located. In any action based upon this Agreement, I hereby consent to personal jurisdiction and venue of any court in said county and waive all objections based on improper jurisdiction, venue, or forum inconvenience. I further waive any statute of limitations which may apply in any action based upon this Agreement. I have reviewed the Office's "Assignment & Lien", Health Insurance Election, and, if applicable, Auto / Work Comp Advance Beneficiary Notices, and further agree to the terms and definitions set forth in these documents as applicable. Said documents are incorporated herein by reference. In the event that my condition is related to an accident, including without limit automobile accident, I understand that there will be an administrative fee necessary to cover the costs of verifying multiple Payers, filing and terminating liens, and submitting notices of same to Payers.

I have read, understood, and agree to the terms of this Agreement.

Patient Name (print): \_\_\_\_\_ Patient Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

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

# Pairmore & Young: Synergy Chiropractic LLC

## LETTER OF PROTECTION

Patient Name: \_\_\_\_\_ Accident Date: \_\_/\_\_/\_\_

Attorney Name: \_\_\_\_\_

I/We ("we") the undersigned patient and attorney, will protect the interests of Pairmore & Young: Synergy Chiropractic/Dr. John Pairmore/Dr. Dennis Young ("the Office") out of the proceeds of any settlement, judgment, or verdict, as well as out of any no-fault proceeds, relating to the accident listed above.

By "interests," we mean any outstanding balance owed to the Office by me, the Patient, for any Charges incurred at the Office as defined by the Office's documents.

This letter of protection shall not be modified or revoked without the written consent of the Office. This letter of protection shall not be exclusive of any other security interests or rights, if any, which the Office may have.

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

Date: \_\_/\_\_/\_\_

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

Date: \_\_/\_\_/\_\_