

# Personicare Healthcare Network

## Patient Security, Assignment, and Authorization Agreement

The rights and powers identified in this Patient Security, Assignment, and Authorization Agreement (the "Agreement") are hereby granted, as of the date indicated below, by \_\_\_\_\_ ("Patient") to Personicare Healthcare Network, LLC ("Medical Provider"), a Colorado provider network.

WHEREAS, Patient desires to receive health care services from Medical Provider (the "Services") for treatment of injuries sustained by Patient as a result of an incident caused by one or more negligent or otherwise culpable parties on or about \_\_\_\_\_, 20\_\_\_\_ (the "Incident"), and Patient has retained legal counsel to pursue legal claims and/or seek compensation arising from the Incident against and/or from one or more of the negligent or culpable parties; and

WHEREAS, Patient is not able to provide immediate personal payment, insurance coverage or other form of payment to Medical Provider for the Services desired by Patient as a result of the Incident;

NOW THEREFORE, Medical Provider hereby agrees to provide the Services to Patient, and Patient hereby agrees to accept the Services from Medical Provider pursuant to the following terms:

### **I. PATIENT PAYMENT OBLIGATIONS:**

- A. Patient agrees to pay Medical Provider for all Services provided by Medical Provider to Patient pursuant to this Agreement including, but not limited to, fees and costs originating from evaluation, consultation, treatment, surgery, rehabilitation, diagnostic testing, facility and equipment usage, and any other health care services rendered to Patient ("Obligations"). Fees and costs incurred by Medical Provider in defending requests to produce information in Patient's lawsuit(s) against at-fault parties and insurance companies shall not be a part of the Obligations.
- B. Patient understands and agrees that Patient is directly and fully responsible for payment of all of the Obligations to Medical Provider, and that this Agreement is made solely for additional protection of Medical Provider. Patient further understands that Patient's obligation to pay the Obligations to Medical Provider is not contingent on any compensation, settlement, judgment, or verdict which Patient may or may not eventually receive in connection with the Incident.
- C. Should Patient recover any monetary damages from another (whether by settlement, judgment, or otherwise) as a result of any action related to the Incident, Patient agrees to: (1) hold in trust for Medical Provider an amount of those damages equal to the Obligations, and (2) reimburse Medical Provider to the extent of the Obligations from those monetary damages held in trust.

### **II. GRANT OF SECURITY INTEREST AND LIEN:**

- A. In order to secure the payment of the Obligations, Patient grants to Medical Provider a security interest in and to, and a lien upon, any and all funds, proceeds, or right to payment which may be

received by Patient (or Patient's legal counsel) or awarded to Patient pursuant to a settlement, judgment, or other payment from any party or insurance company arising from Patient's legal claim(s) related to the Incident including, but not limited to, a bodily injury liability claim, an uninsured or underinsured motorist claim, or any other claim for damages (collectively, the "Collateral"). Such security interest and lien shall only be enforced against such proceeds. The security interest in and to, and the lien upon, the Collateral granted herein is granted pursuant to and in accordance with Article 9 of the Colorado Uniform Commercial Code, as the same may be amended or modified from time to time (the "UCC").

- B. Patient authorizes Medical Provider to file one or more financing statements and any amendments thereto (collectively, the "Financing Statement"), describing the Collateral or any portion thereof in such offices and public records as Medical Provider deems necessary or prudent in order to perfect Medical Provider's security interest in and to, and lien upon, the Collateral. The filing of one or more Financing Statements by Medical Provider is not a condition to perfection of any Patient Obligation to Medical Provider. Patient hereby waives any claim, argument or defense arising out of or related to Medical Provider's decision not to file a Financing Statement.

### III. AGREEMENT TO ASSIGN PROCEEDS:

- A. **The assignment and Limited Power of Attorney granted in this Section III shall only be applicable if Patient does not have legal representation at the time any Proceeds, as defined in Section III(B) below, become payable to Patient. If Patient is represented by legal counsel at the time any Proceeds become payable to Patient, then no assignment shall be required of those and only those Proceeds, the Limited Power of Attorney shall not be in effect for those and only those Proceeds, and Sections III(B) and III(D) are not applicable.**
- B. Patient agrees that, immediately after Patient signs any settlement agreement or receives a verdict or otherwise becomes entitled to receive any sums of money as a result of any action related to the Incident, and before any monies are disbursed, and before any monies are accepted by Patient, the Patient shall assign to Medical Provider any and all funds, proceeds, payments, or rights to payment (collectively, the "Proceeds") which may be owed to or acquired by Patient pursuant to a settlement, judgment, or other payment arrangement arising from or related to the Incident in an amount equal to the Obligations due under this Agreement. Patient shall send the executed assignment to any payor of Proceeds, and a copy to Medical Provider. The assignment shall be in the form attached as Exhibit A.
- C. Patient further agrees that, immediately prior to any settlement of Patient's claims related to the Incident, Patient will confirm the amount of the Obligations with Medical Provider. If Patient fails to confirm the amount of the Obligations, Patient hereby agrees to accept the amount of the Obligations as set forth by Medical Provider. Any disputes regarding the amount of the Obligations between Patient and Medical Provider shall be resolved prior to Patient's receipt and acceptance of any Proceeds. If Patient and Medical Provider fail to reach agreement on the amount of the Obligations, the parties hereby agree to initiate binding arbitration under the auspices of JAMS in Denver, Colorado within 30 days of a request from either party. The parties shall share equally in the cost of arbitration.

- D. In order to ensure that this assignment of Proceeds in an amount equal to the Obligations due under this Agreement shall be executed once Patient has become entitled to receive monies, Patient hereby appoints Medical Provider and/or its assigns as a Limited Power of Attorney, effective: a) if Patient fails to assign Proceeds as required, and b) Patient is not represented by legal counsel at the time any Proceeds become payable to Patient. This Limited Power of Attorney, attached as Exhibit B, shall be executed contemporaneously with this Agreement.

#### **IV. ASSIGNMENT OF CLAIMS UPON TRIGGERING EVENT:**

- A. At the time a Triggering Event, as defined below, occurs, any and all causes of action, legal claims, contractual rights, or other claims (collectively, the "Claims") for payment in Patient's favor or which Patient possesses or is entitled to based on or arising out of the Incident, or which may potentially lead to compensation for medical services provided to Patient, will be assigned to Medical Provider. This assignment of Claims includes, but is not limited to, any bodily injury liability claims, uninsured or underinsured motorist claims, claims against any insurance company, and other claims for damages. The assignment of Claims shall be expressly conditioned upon, and shall not be effective, unless and until:
- (i) Any one of the following events occurs, each of which shall be a Triggering Event: (a) the death of Patient and no qualified substitute party pursues the Claims within 90 days after death of Patient; (b) Patient's attorney's representation of Patient in regard to the Claims is terminated and no substitute attorney is engaged to pursue the Claims within 30 days; (c) 30 days before the expiration of the applicable statute of limitation, Patient or Patient's attorney fails to formally initiate legal proceedings on its Claims against the alleged negligent or otherwise culpable party and Patient or his/her attorney fails to definitively state in writing to Medical Provider on which date before the expiration of the statute of limitations suit will be filed or, thereafter, fails to file suit by such date; or (d) Patient or Patient's attorney advises, in writing, an intention to not pursue the Claims; and
  - (ii) Following the occurrence of any Triggering Event, Medical Provider expressly elects by written notice to Patient to take assignment of the Claims.
- B. Medical Provider shall not be entitled to keep any monies above the amount of the Obligation and reasonable collections costs. To the extent Medical Provider's recovery on any Claims so assigned exceeds the amount of the Obligations and reasonable collection costs, Medical Provider shall pay such excess amounts to Patient within 60 days of receipt thereof. Except for this obligation to pay any excess amounts actually recovered in regard to any Claims, Medical Provider shall not have any obligation or liability to Patient of any kind related to any Claims assigned to Medical Provider. Medical Provider is not Patient's agent or fiduciary in any respect. Medical Provider has no obligation to obtain recovery in relation to the Claims at all or in any particular amount. Medical Provider will have no liability based on a failure to realize any recovery. Patient acknowledges and agrees that Medical Provider may choose not to pursue such Claims or may enter into settlements related to any Claims for amounts less than the Obligations, leaving Patient responsible for any shortfall pursuant to Section I, above.

**V. AUTHORIZATIONS AND COOPERATION:**

- A. Patient authorizes and directs each and every attorney, party, insurance company or other person with knowledge to disclose to Medical Provider the date and amount of any settlement or adjudication with respect to any Claims arising from the Incident. If requested by Medical Provider, Patient agrees to sign releases allowing Medical Provider to obtain information including medical records where Medical Provider deems it necessary or appropriate in connection with any aspect of this Agreement.
- B. Patient authorizes Medical Provider to receive complete copies of any policies potentially applicable to claims arising from the Incident, including, but not limited to, automobile and health insurance policies.
- C. Patient authorizes and directs Patient's attorney(s) to sign this Agreement where indicated below. Patient further authorizes and directs Patient's attorney(s) to disclose and/or provide to Medical Provider: (i) ongoing updates on the progression of any Claims arising from the Incident as requested by Medical Provider; (ii) the occurrence of any settlement or adjudication related to any Claims arising from the Incident and the terms thereof; (iii) notice of and information regarding any Proceeds paid or to be paid relating to the Claims; and (iv) a distribution sheet showing final accounting of funds payable and received from any payor related to the Incident. Patient does not object to the disclosure to Medical Provider of the foregoing matters. Patient agrees to notify Medical Provider within 24 hours if the status of his or her legal representation should change including any situation in which a different attorney is retained or substituted for or in addition to the attorney(s) noted below.
- D. Patient authorizes and directs any attorney representing Patient, whether set forth herein, signing below or otherwise retained at any time, to honor this Agreement (and the security interest and lien granted herein) and to make direct payment from any Proceeds within 45 days following receipt to Medical Provider in the amount of the then outstanding Obligations (or such lesser amount as the Proceeds then available may cover) in accordance with this Agreement from the attorney's COLTAF trust fund account or other similar account prior to any disbursement of funds to Patient, but after deduction of attorney's fees and costs. In the event there is a dispute concerning payment of all or a part of the Obligations, Patient instructs Patient's attorney to withhold from any Proceeds and maintain in the attorney's COLTAF trust account the full amount of the Obligations asserted by Medical Provider until agreement is reached on payment thereof. Subject to Section VII(I) below, If no agreement is reached on payment of the Obligations to Medical Provider, Patient instructs Patient's attorney to initiate interpleader proceedings in a court of competent jurisdiction and pay the disputed funds into the registry of the court.
- E. In the event Patient or Patient's attorney receives any payment from a third party in direct satisfaction of all or any portion of the Obligations, the party receiving such funds shall deliver the payment within 21 days to Medical Provider to be applied to the outstanding Obligations.
- F. Patient authorizes Medical Provider to disclose the Obligations and any underlying bills, invoices, account balances, medical records, protected health information, and any other information in Medical Provider's possession regarding the Services provided, to Patient and/or to Patient's attorney(s). Patient authorizes Medical Provider to disclose such materials and information to

other healthcare providers when Medical Provider reasonably believes it necessary or appropriate for Patient's treatment.

- G. Patient shall otherwise cooperate with Medical Provider in diligently pursuing its Claims and collecting Proceeds to satisfy the Obligations, including providing any information as may be reasonably requested by Medical Provider and/or a third-party payor.
- H. Patient agrees that if Patient is no longer represented by an attorney and resolves any Claims arising from the Incident without legal representation, then Patient will assign to Medical Provider all Proceeds in an amount equal to the Obligations due under this Agreement as outlined in Paragraph III(B). Whether or not such assignment is fulfilled, patient hereby authorizes and directs any payer to pay all Proceeds, up to the amount of the outstanding Obligations, directly to Medical Provider or its assign prior to payment being made to any other party.

#### **VI. BANKRUPTCY FILING:**

- A. Patient represents and agrees that, as an additional inducement to Medical Provider to provide the Services to Patient on the terms and conditions described herein: (1) Patient has no present intention as of the date of this Agreement to file any bankruptcy proceedings in which Patient will seek to discharge any portion of the Obligations that Patient owes to Medical Provider; and (2) in the event that Patient files a bankruptcy petition in the future seeking a discharge of any of the Obligations owed by Patient to Medical Provider, that Medical Provider shall be a secured creditor with respect to any and all monies received by Patient with respect to, or arising from, the Incident. Patient agrees that the Medical Provider is providing health care services to Patient under the aforementioned lien arrangements, and Medical Provider is relying on Patient's representation that Patient will satisfy all Obligations from the Proceeds of any settlement, judgment, or other payment from any legally responsible party or insurance company related to the Incident. The foregoing sentence shall not limit Patient's obligation to pay all of the Obligations to Medical Provider as described in Section I above.

#### **VII. GENERAL:**

- A. Patient acknowledges that Medical Provider is not an insurer, health benefit plan provider, or other payor of benefits under the "Colorado Make Whole Statute" (C.R.S. §§ 10-1-135). Patient expressly agrees that this Agreement and the Lien and/or other rights granted to Medical Provider hereunder are not subject to the Colorado Make Whole Statute. Furthermore, the "Common Fund Doctrine" does not apply to this Agreement and Medical Provider shall not be responsible for payment of Patient's attorney's fees or costs for recovery of any amounts related to the Claims and Proceeds or otherwise owing to Medical Provider under this Agreement.
- B. Patient acknowledges that Medical Provider is not a participating provider in, and is not contracted with, Colorado Medical Assistance Program (Medicaid), Medicare, the Colorado Children's Health Insurance Program (CHIP) or any third party health insurer. Medical Provider cannot and will not bill Medicaid, Medicare, CHIP or any third party health insurer or government payor. By signing below, Patient asserts and represents that: (i) Patient is not a Medicare recipient; (ii) Patient is not enrolled in and does not have an application pending for enrollment in Medicaid or CHIP and has not filed for Social Security Disability benefits; (iii) Patient is not able to provide

immediate personal payment or insurance coverage for Services by Medical Provider; and (iv) Patient will advise Medical Provider, in writing, within 48 hours of submitting an application for enrollment in Medicaid or CHIP, filing for Social Security Disability benefits, and/or within 48 hours of becoming a Medicare, Medicaid, CHIP or Social Security Disability recipient;

- C. Patient acknowledges that:
- a. Medical Provider is not excluded from Medicare under Sec 1128, Sec 1156 or Sec 1892 of the Social Security Act and/or other statutes.
  - b. Patient accepts full responsibility for payment of Medical Provider's charge for all services furnished by Medical Provider.
  - c. Patient understands that Medicare and/or Medicaid and/or CHIP limits do not apply to what Medical Provider may charge for items or services furnished by Medical Provider
  - d. Patient agrees not to submit a claim to Medicare and/or Medicaid and/or CHIP or to ask Medical Provider to submit a claim to Medicare and/or Medicaid and/or CHIP
  - e. Patient understands that Medicare and/or Medicaid and/or CHIP payment will not be made for any items or services furnished by Medical Provider that would have otherwise been covered by Medicare and/or Medicaid and/or CHIP if there was no private contract between Patient and Medical Provider and a proper Medicare and/or Medicaid and/or CHIP claim had been submitted.
  - f. Patient has the right to obtain Medicare and/or Medicaid and/or CHIP covered items and services from physicians and practitioners who have not opted out of Medicare and/or who are participating in Medicaid and/or CHIP, and that Patient is not compelled to enter into private contracts that apply to Medicare and/or Medicaid and/or CHIP covered services furnished by other physicians or practitioners who participate in these programs.
  - g. Medigap plans do not, and other supplemental plans may elect not to, make payments for items and services not paid for by Medicare and/or Medicaid and/or CHIP.
- D. Patient agrees that Medical Provider has no obligation to bill any insurance carrier, Medicare, Medicaid or government payor for Services rendered. Patient expressly waives any and all rights, claims or actions, existing at common law or by statute, against Medical Provider associated with, relating to or arising out of Medical Provider billing and/or collecting from Patient for Services or Obligations. This includes, but is not limited to, any and all claims set forth in the Colorado Medical Assistance Act, C.R.S. § 25.5-4-101, *et seq.*
- E. Nothing in this Agreement shall require Patient to receive all medical services from Medical Provider for treatment of injuries sustained by Patient arising out of or related to the Incident. Nothing in this Agreement shall require Medical Provider to provide Services to Patient. Either party shall have the right to decline to accept or provide Services for any reason. Any decision not to obtain or provide Services shall not affect any rights or obligations under this Agreement arising out of or related to Services rendered. Patient may procure services from other providers who accept Patient's insurance, if applicable.
- F. Patient expressly acknowledges and agrees that this Agreement is irrevocable.

- G. Medical Provider may assign or otherwise transfer this Agreement and any rights under this Agreement, including the Lien, in which case this Agreement and those rights shall inure to the benefit of any assignee or the legal successor of Medical Provider. Except as otherwise provided in this Agreement, Patient may not assign or otherwise transfer this Agreement or any of Patient's obligations hereunder. This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, assigns (where applicable) and representatives.

Patient authorizes the disclosure of Personal Health Information ("PHI") to third parties for the purpose of permitting third parties which have been assigned or have received Medical Provider's rights to seek Patient's performance of Obligations under this Agreement. Use and disclosure of PHI under these circumstances will be reasonably limited to the minimum necessary to achieve the purpose of the assignment or transfer.

This authorization to disclose PHI expires once Patient's Obligations to Medical Provider (or a third party to whom the Obligations are assigned or transferred) are fully satisfied. Patient has the right to revoke this authorization to disclose PHI at any time prior to any assignment or transfer to a third party by contacting Medical Provider using the contact information on the accompanying Notice of Privacy Practices. Services rendered to Patient by Medical Provider are not conditioned upon Patient's authorization of the use or disclosure of PHI to third parties for this purpose.

- H. Medical Provider shall be entitled to recover all attorney's fees, costs, and expenses, including any fees charged by a collection agency, incurred in any action to enforce this Agreement and/or collect any Obligations owed.
- I. Except for disputes requiring interpleader actions or disputes related to the amount of the Obligations outlined in III(C), the parties agree to mediate any dispute or claim arising out of or relating to this Agreement that cannot be settled through informal negotiation by the parties directly. Either party may initiate mediation by notifying the other party in writing. The parties shall attend at least one mediation session with a mutually agreed upon mediator within thirty days of the request for mediation and attempt, in good faith, to resolve any dispute or claim. If the parties are unable to agree upon a mediator, then the parties agree to use the first available mediator through JAMS in Denver, Colorado. Mediation shall take place in Denver, Colorado. The parties shall share equally in the cost of mediation.
- J. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Except as otherwise provided in this Agreement, the exclusive forum for any disputes or claims arising out of or relating to this Agreement will be in the state courts located in City and County of Denver, Colorado, or the federal courts in Denver, Colorado. Both parties waive any objection to the jurisdiction of these courts or to venue in Denver, Colorado. Patient and Medical Provider each waives its rights to a trial by jury in any dispute or claim arising out of or relating to this Agreement.
- K. All notices and other communications hereunder shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery upon delivery by any courier or overnight delivery service upon written verification of receipt, (ii) by facsimile transmission when confirmed by facsimile transmission log or verification report, (iii) by e-mail

when confirmed as received, (iv) by certified or registered mail, return receipt requested, five days after deposit in the mail, properly addressed to the intended recipient, or (v) by regular mail sent to the last known residential or business address of Patient, five days after deposit in the mail.

- L. This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the parties and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by the Patient and Medical Provider. No waiver by either party of any of the terms hereof or of any breach hereof shall constitute or be deemed a waiver of any of such terms or of any breach in any other case.
- M. If any provision of this Agreement is held, declared or pronounced void, voidable, invalid, unenforceable or inoperative for any reason, by any court of competent jurisdiction, government authority, arbitrator or otherwise, the parties authorize and request such court, governmental authority, or arbitrator to modify the provision held to be void, voidable, invalid, unenforceable or inoperative to contain such lesser covenants that impose the maximum duty permitted by law consistent with the intent of this Agreement so that the provision is upheld as valid, and the parties agree to be bound by the modified provision. The holding, declaration or pronouncement shall not affect adversely any other provisions of this Agreement, which shall otherwise remain in full force and effect.
- N. Patient acknowledges Medical Provider's assertion that the fees charged for the Services are usual, customary and reasonable for the geographic location of the Services provided and the manner of payment. If Patient makes a claim that fees are not usual, customary and reasonable, Patient bears the burden to prove by clear and convincing evidence that fees are not usual, customary and reasonable.
- O. Patient agrees to execute any further documents and to take any further actions requested by Medical Provider to evidence or perfect the Lien and/or any security interest granted herein, to maintain the priority of the Lien and/or security interest, or to effectuate any other rights granted to Medical Provider herein.
- P. This Agreement may be executed in any number of counterparts, all of which shall constitute but one and the same instrument. Facsimile or photocopy signatures shall be deemed originals for all purposes.
- Q. Medical Provider shall not provide any information or documents to any insurance company providing liability coverage to the alleged negligent party in the Incident without the prior written consent of the Patient, unless Medical Provider is legally obligated to provide such information. If Medical Provider receives a subpoena to produce and transmit information, Medical Provider will promptly inform patient's attorney. Medical Provider will delay transmission of such information for a reasonable period within the time constraints of the subpoena to provide Patient's attorney and/or Medical Provider a reasonable period to file appropriate legal responses to the subpoena to quash and/or limit the scope of the information sought. Notwithstanding the



foregoing, Medical Provider may submit information and documents to an insurer that may provide medical payments insurance coverage to the Patient.

*[SIGNATURES APPEAR ON FOLLOWING PAGE]*

By signing below Patient acknowledges that Patient has read this Agreement, Patient has conferred with Patient’s legal counsel about this Agreement, Patient understands fully the terms of this Agreement, and Patient agrees to all of the representations and terms contained within this Agreement:

Patient Information:

Name (Print): \_\_\_\_\_

Patient Address: \_\_\_\_\_

Patient Social Security #: \_\_\_\_\_

Patient Driver License #: \_\_\_\_\_

Patient Attorney: \_\_\_\_\_

Patient Signature: \_\_\_\_\_

\_\_\_\_\_

Date

Medical Provider: Personicare Healthcare Network LLC

By: \_\_\_\_\_

\_\_\_\_\_

Date

To Be Signed By Patient’s Attorney:

Attorney has read this Agreement in its entirety and agrees to all of the terms contained within. Attorney agrees to distribute funds directly to Medical Provider from any Proceeds received by the undersigned attorney for payment of the Obligations owed by Patient under this Agreement.

Attorney (print name): \_\_\_\_\_

Attorney Signature: \_\_\_\_\_

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

# Personicare Healthcare Network

## Exhibit A: Assignment

Patient Name: \_\_\_\_\_

Date of Incident Causing Personal Injury: \_\_\_\_\_

Pursuant to Paragraph III(B) of the Personicare Healthcare Network Patient Security, Assignment, and Authorization Agreement (the "Agreement") that I have signed, which outlines my responsibilities when I am not represented by counsel, I hereby assign to Personicare Healthcare Network, LLC, (the "Medical Provider") all rights to any and all funds, proceeds, payments, or rights of payment that I acquire pursuant to a settlement, judgment, or other payment arrangement arising from or related to the Incident that caused my personal injury (collectively, the "Proceeds") in an amount equal to the billed amounts for all medical treatment and services provided by Medical Provider ("Obligations") due under the Agreement.

I hereby authorize and direct any party responsible to pay proceeds to me to pay directly to Medical Provider any and all funds up to the assigned amount of:

\$ \_\_\_\_\_

\_\_\_\_\_  
Patient/Client

\_\_\_\_\_  
Date

I hereby acknowledge receipt of this Assignment:

\_\_\_\_\_  
Personicare Healthcare Network, LLC

\_\_\_\_\_  
Date

# Personicare Healthcare Network

## Exhibit B: Limited Power of Attorney

I, \_\_\_\_\_, acknowledge the Personicare Healthcare Network Patient Security, Assignment, and Authorization Agreement (the "Agreement") I have signed requires me to assign to Personicare Healthcare Network, LLC, (the "Medical Provider") all rights to any and all funds, proceeds, payments, or rights of payment that I acquire pursuant to a settlement, judgment, or other payment arrangement (collectively, the "Proceeds") arising from or related to the incident causing my personal injury in an amount equal to the billed amounts for all medical treatment and services provided by Medical Provider ("Obligations") due under the Agreement. I further acknowledge that I will send notice of such Assignment conveying such rights to any payor of funds ("Payor") after I become entitled to receive any funds but before such funds are disbursed or received. And, I acknowledge, my failure to timely notify any Payor of the assignment of Proceeds to Medical Provider or to fulfill the terms of the promised Assignment shall immediately grant a limited power of attorney to Medical Provider to act on my behalf to perform the acts necessary to effectuate the Assignment.

Accordingly, I hereby appoint Medical Provider as my attorney and hereby give and grant unto Medical Provider full power and authority over the Proceeds to the extent necessary to ensure my obligations under the Assignment are performed. Medical Provider, acting as my attorney, shall inform any Payor of the amount of Proceeds to be paid to Medical Provider, and Payor shall pay any and all funds up to that amount directly to Medical Provider.

Notwithstanding the foregoing, the powers granted by this Limited Power of Attorney are limited. Medical Provider shall have no Power of Attorney over any amount of the Proceeds that exceeds the amount of the Obligations due under the Agreement. Additionally, the powers granted by this Limited Power of Attorney shall be effective only if (a) I fail to assign the Proceeds as required by Paragraph III(B) of the Agreement and as outlined above, and (b) I am unrepresented by legal counsel at any time after becoming entitled to receive Proceeds but before satisfying my Obligations under the Agreement and the Assignment.

\_\_\_\_\_  
Patient/Client

\_\_\_\_\_  
Date

I hereby acknowledge receipt of this Limited Power of Attorney:

\_\_\_\_\_  
Personicare Healthcare Network, LLC

\_\_\_\_\_  
Date