

PATIENT FINANCIAL LIABILITY AGREEMENT

Re: _____

Attorney: _____

SS# _____

Phone: (_____) _____

In consideration of Paradise Valley Family Care, PLLC providing medical care to me for injuries I sustained in an accident on _____ and in further consideration of Paradise Valley Family Care, PLLC forgoing its right to receive immediate payment for said medical care, I hereby agree to the following and authorize and direct my current attorney whose name and address appear above to do the following:

____ 1. I agree to hold and keep any monies received from the persons, entities, or their insurer(s) I claim to be responsible for my injuries and damages for the benefit of Paradise Valley Family Care, PLLC. From such monies received, I agree to pay the full usual and customary charges for my medical care as provided to me by Paradise Valley Family Care, PLLC. I also understand that my HMO, POS, PPO, etc, may contain contractual provisions which limit the amounts that Paradise Valley Family Care, PLLC may charge for its services. If I belong to any of these organizations or a similar organization, I hereby agree that, pursuant to A.R.S. § 20-1072(E), Paradise Valley Family Care, PLLC's "reasonable and customary" fees are the full amount of the charges that are submitted to any such insurer and NOT the reduced contractual rates. To the extent there are any other sources of insurance applicable to these treatments, I hereby agree and authorize Paradise Valley Family Care, PLLC to bill said other sources of insurance for the full amount of its usual and customary fees for said services as set forth in this Agreement.

____ 2. I hereby direct my attorney to pay to Paradise Valley Family Care, PLLC, those sums that are due and owing to Paradise Valley Family Care, PLLC, for my accident related treatments from any monies received from any third party and/or his/her/its insurer(s) as a result of any claim, demand or lawsuit relating to the above-referenced accident. In directing my attorney to do so, I specifically request that full payment first be made to Paradise Valley Family Care, PLLC, before I take part of the third party settlement, judgement, verdict, or award.

____ 3. I consent to Paradise Valley Family Care, PLLC giving notice of this Agreement to any persons, entities, or insurer(s) making payment for damages I claimed to have sustained as a result of the above-referenced accident. In the event my attorney or I receive any compensation for the injuries for which I am being treated, I agree to pay, or direct my attorney to pay, Paradise Valley Family Care, PLLC in full, before any such compensation is disbursed to me. I hereby authorize Paradise Valley Family Care, PLLC, to furnish my attorney with a full report of any examination, diagnosis, treatment, prognosis, etc., in regard to the accident listed above.

____ 4. Regardless of any amounts billed to and/or paid by any insurance company, I understand that I will remain directly responsible to Paradise Valley Family Care, PLLC for the full amount of its usual and customary charges, as described in Paragraph 1, above. I further understand that my obligation to Paradise Valley Family Care, PLLC is not contingent on any eventually recovery that I may receive on any claim, demand, or lawsuit.

____5. I understand that my claims against the persons, entities, or their insurer(s) may be governed by a statute of limitations which requires that a lawsuit be instituted in a court of competent jurisdiction within an appropriate period of time, lest my claims be barred forever. **In consideration for Paradise Valley Family Care, PLLC's agreement to forego immediate payment in full. I hereby covenant and agree to take all steps necessary to protect Paradise Valley Family Care, PLLC's rights under this Agreement, including but limited to the following: (1) retaining an attorney to negotiate, settle, or prosecute my claims against the third-party within the applicable statutory limitations period; (2) instituting a lawsuit against the third-party in a court of competent jurisdiction within the applicable statutory limitations period; (3) negotiating a settlement of my claims directly with the third-party and/or his/her/its insurer(s) within the applicable statutory limitations period; or (4) taking all other reasonable actions to collect Paradise Valley Family Care, PLLC's usual and customary charges from the third-party or entity that I claim to be responsible for my injuries and damages.** In further consideration of Paradise Valley Family Care, PLLC forgoing immediate payment of tis usual and customary charges, I hereby covenant and agree to take all steps necessary to discover the statute of limitations that governs my claims and to institute a lawsuit against the persons, entities, or their insurer(s) I claim to be responsible for my injuries and damages within the applicable statute of limitations period.

____6. This Agreement will be binding upon and inure to benefit of all the parties hereto, their heirs, successors, in interest and assigns.

____7. I acknowledge that I have entered into this Agreement freely and voluntarily, and with an opportunity to seek advice by legal counsel. I further acknowledge that this Agreement is intended to be enforceable in accordance with its terms and that there are no promises, oral agreements, or expectations other than those set forth herein.

____8. I agree to inform any attorney retained in connection with this matter of this Agreement and will provide Paradise Valley Family Care, PLLC the name, address and telephone number of any attorney I retain.

____9. I understand that any breach or anticipatory breach of this Agreement will result in all sums due and owing for my care to become immediately due and payable to Paradise Valley Family Care, PLLC and may result in legal action being taken against me for the damages incurred by Paradise Valley Family Care, PLLC as a result of said breach(es).

Dated: _____

Patient's/Guardian's/ or Representative's Signature

Patient's Name (printed)

Acct: _____

By: _____
Paradise Valley Family Care, PLLC

Its: _____