
Patient/Insured's Name

Insurance Policy No.

Date(s) of Service

***Notice of Assignment of Benefits and Rights, Promissory Note,
Creation of Security Interest in and Lien against Health-Care-Insurance-Receivable,
and Designation of Authorized Representative Agreement***

I, the undersigned patient, hereby assign and convey to Advanced Monitoring Services, Inc. ("AMS"), as my designated, authorized representative, all medical and health-care-insurance receivable or reimbursement benefits or payments that are to be made to me pursuant to any health or other insurance contract or policy under which I am insured, in connection with and following any healthcare services that are hereafter provided to me by AMS, regardless of AMS's managed care network participation status; and I stipulate and acknowledge that any and all such monies are the personal property of AMS, which I shall hold in trust for the intended benefit of AMS. I understand I am personally and financially responsible for all charges by AMS, regardless of the means, method, manner, or reasons for my insurer's insurance reimbursement or benefit payments to me.

I hereby authorize AMS to release all protected health information needed to process my claims or collect the amounts owed in connection with the same. Further, I authorize my insurance plan administrator, fiduciary, insurer, and/or attorney to release to AMS any and all insurance Plan documents, summary benefit descriptions, insurance policies, and/or settlement information upon written request by AMS or its attorneys, in order to claim such medical benefits.

In addition to the above assignment of any medical benefits and/or health-care-insurance-receivable or other insurance benefit or reimbursement payments, I assign and convey to AMS any legal or administrative claim or cause of action arising from or under any group health plan, employee benefits plan, health insurance policy, or tortfeasor insurance policy concerning medical expenses incurred as a result of the healthcare services I have received from AMS – including any right to pursue those legal or administrative claims or causes of action. This is intended to constitute my voluntary, express, and knowing assignment of ERISA breach of fiduciary duty claims and/or other legal and/or administrative claims. I acknowledge and agree that my receipt and retention of any health-care-insurance-receivable or other payment to me by my insurer, in connection with AMS's healthcare services, shall constitute a "conversion" of property, giving rise to a conversion claim against me by AMS.

Further, I intend by this assignment and designation of authorized representative to convey to AMS all of my rights to claim (or place a lien on) the medical or health-care-insurance-receivable benefits or payments related to the healthcare services hereafter rendered by or on behalf of AMS, including any rights to any settlement, insurance, or applicable legal or administrative remedies – including damages arising from ERISA breach of fiduciary duty claims. And I further intend to create and have this agreement serve as a transferable and secured promissory note, wherein I promise to pay AMS or its assignee, as the holder of this note, for all services hereafter rendered to me by AMS and/or its agents, in the total amount of all service charged by AMS at its usual and customary rates, no later than the ninety (90) days from the last date of services by AMS (maturity date), together with any interest thereafter accrued at the highest rate permitted by Arkansas law, and any and all attorney's fees and costs actually incurred by AMS both prior and subsequent to suit on my account, in the amounts billed to and incurred by AMS in connection with the same. It is my intention by this agreement to create and assign a security interest and lien that is to be held and enforced by AMS, in and with respect to any such health-care-insurance-receivable or other insurance reimbursement or benefits payment that is made by my insurer in connection with services rendered by AMS, such security being any personal property that is currently or hereafter owned by me.

AMS, as my assignee or designated representative, is given the right by me to: (1) obtain any and all information regarding the claim, to the same extent as me; (2) submit evidence; (3) make statements about facts or law; (4) make any requests, including providing or receiving notice of any appeal proceedings; (5) participate in any administrative and judicial actions and pursue claims or causes of action or the rights against any liable party, insurance company, employee benefit plan, healthcare plan benefit plan, or plan administrator. AMS, as my assignee or designated authorized representative, may bring suit against any such healthcare benefit plan, employee benefit plan, plan administrator, or insurance company in my name, with derivative standing at AMS's expense.

Unless revoked in a writing that is signed by me, this agreement shall be valid for all administrative and judicial reviews under the Patient Protection and Affordable Care Act ("PPACA"), the Employee Retirement Income Security Act ("ERISA"), Medicare, and all other applicable federal and state laws. A photocopy of this agreement shall be considered valid, enforceable, and admissible as evidence in any state or federal court of competent jurisdiction in the United State, as if it were the original, signed copy. And, should any court determine that one or more of the provisions of this agreement are unenforceable, this agreement shall be interpreted to exclude such provisions, such that the remaining provisions herein shall remain valid and enforceable to the fullest extent permitted by applicable law.

I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT.

Patient's Printed Name

Patient's signature

Date