

ASSIGNMENT OF RIGHTS

Patient Name _____ (“Assignor”)

SSN#: _____ DOB: _____

Medical Provider: Physiatry and Rehab Associates, LLC (“Assignee”)



Assignee is a medical provider that has provided medical treatment, products, services and/or accommodations (“Services”) to Assignor. Assignor acknowledges that he/she has received Services from Assignee and that Assignor has incurred charges for such Services.

Assignor hereby certifies that upon execution of this agreement all such charges with respect to Services rendered to Assignor by Assignee occurred on or before the date of execution of this agreement, and the rights, privileges and remedies for payment for each of those Services are hereby assigned to Assignee. Assignor understands this Assignment is effective as of today’s date and applies to all of Assignor’s rights to recover payment for all past and present Services rendered to Assignee by Assignee, and in furtherance of the Assignment, Assignor acknowledges the following:

This is an assignment of the right to recover payment of charges incurred for Services, for which charges are payable under any policy of insurance, contract and/or statute. Such assignment shall include, in Assignee’s sole discretion, the right to pursue appeal of a payment denial under any procedure outlined in any insurance policy, contract or statute and/or the right to file a lawsuit to enforce the payment of benefits due or past due for the Services incurred and resulting charges.

For all purposes of enforcement of this Assignment, Assignee or its agent is designated as my attorney in fact with respect to any action taken in pursuit of payment for Services provided by Assignee.

Assignor and Assignee agree that as consideration for this assignment, Assignee assumes the burden, otherwise born by the Assignor, to pursue payment for Services rendered by the Assignee, from the insurance company or entity responsible to pay for such Services. This may include Assignee doing some or all of the following: (1) submitting its bills directly to the insurance company or entity; (2) pursuing the insurance company or entity which is responsible to pay Assignee’s bills for payment of Assignee’s bills; (3) incurring any expense associated with pursuing payment of Assignee’s bills, (4) hiring or retaining the services of an attorney or collection agency to pursue payment of Assignee’s bills.

Furthermore, Assignee hereby grants Assignor a lien in the amount of all charges for Services that have been rendered and have been incurred by me for medical care provided by Assignee, and any of its physicians. This lien shall apply to proceeds acquired through the exercise of any rights arising from any claim, recovery, judgment, settlement or adjudication of any claim made by or available to me against any individual or insurance company which gave rise to the medical services provided.

I further instruct my attorneys, _____, to treat the medical bill for Services incurred by me from Assignee as a first lien upon any monies recovered, from whatever source, disclaiming any common fund, and to pay the amount of the lien in full, without regard to any costs or attorney fees that I may incur. I further instruct my attorneys to advise Assignee as to the existence of any claim asserted on my behalf relating to the medical services provided, so that Assignee may seek its own counsel and representation to enforce this Assignment of Rights and Medical Lien. I understand that notwithstanding anything to the contrary contained herein or elsewhere I remain personally responsible to pay for the Services rendered to me by the Assignee and I agree to pay the full amount of Assignee’s invoices for the Services upon demand. Unless mutually agreed to in writing, the receipt and processing of partial payments shall not constitute a waiver of Assignee’s right to receive payment in full upon demand, irrespective of any restrictions indicated on any payments. I understand that I can request a copy of my total charges for Services rendered by Assignee. I understand that any settlement amount received by me from any source may not be enough to pay Assignee, in whole or in part, for the Services rendered.

This assignment shall be irrevocable unless terminated by mutual agreement of Assignee and Assignor in writing.

Assignor and Assignee agree that in the event any terms or provisions of this agreement are declared invalid or unenforceable by any Court or Federal or State Government Agency having jurisdiction over the subject matter of this agreement, the remaining terms and provisions that are not affected thereby shall remain in full force and effect and such court shall interpret and reform such invalid and unenforceable provision, if able, to make such provisions enforceable and carry out the spirit and intent of the parties.

Patient Signature _____ (“Assignor”)

Date: _____

Assignment Accepted: _____ (“Assignee”)