

Assignment Of Recovery Proceeds And Authorization For Attorney To Pay (hereinafter referred to as" Assignment And Authorization)

1. I, _____, (hereinafter sometimes referred to as "ASSIGNOR"), residing at _____, have retained an attorney to start a lawsuit to obtain compensation from a third party for injuries sustained by me and/or my dependent _____, on _____, (hereinafter referred to as "MY CLAIM"). I have requested medical treatment and other related services, without immediate payment, from Adult Medicine PC/Pain Management Services, 1 Pinnacle Place Ste 203, Albany, NY 12203, or any doctors, or other health care providers employed by, or associated with it (all hereinafter collectively referred to as "PROVIDERS").
2. I agree to pay PROVIDERS fees for; any medical treatment rendered at any time, whether or not related to MY CLAIM; time reserved for, or spent testifying; medical reports; record reviews; other litigation related services; appointments made and not kept or canceled at least 24 hours in advanced at the usual rate charged for the expected services; and any other services requested for MY CLAIM. I have been shown and/or advised of PROVIDERS fees.
3. In return for PROVIDERS rendering medical and non-medical services as stated in paragraph 1 and 2, without immediate full payment, I assign to PROVIDERS, now and forever, any money payable from recovery proceeds of MY CLAIM to pay any amount owed PROVIDERS for services rendered to me and/or my dependent. Although PROVIDERS may wait until the conclusion of MY CLAIM to be paid, nothing in this ASSIGNMENT AND AUTHORIZATION shall prevent PROVIDERS from seeking payment from ASSIGNOR within a reasonable time after services rendered.
4. PROVIDERS will accept applicable payment by Worker's Compensation or NO-Fault Insurance. However, I will be personally liable for the costs of medical treatment if I fail to prosecute a claim for Workers' Compensation for the condition treated, or it is determined by Worker's Compensation Law, or, if I fail to prosecute NO-Fault insurance will not pay for my treatment because there is no coverage under No-Fault Law.
5. Subject to the above, I authorize and direct my attorney, now and forever, to deduct and immediately pay from any recovery proceeds I, and/or my dependent are to receive, any amounts owed to PROVIDERS. I direct my attorney to contract PROVIDERS and obtain a written conformation to the exact amount owed to PROVIDERS before any money is paid to me and/or my dependent.
6. I authorize and direct my attorney to sign the acknowledgment below and thereafter immediately return this ASSIGNMENT AND AUTHORIZATION to PROVIDERS: to advise PROVIDERS, upon request, of the status of MY CLAIM, and the name and address of the defendant(s) and all their insurance information; and to advise any successor attorney of this ASSIGNMENT AND AUTHORIZATION and immediately notify PROVIDERS of the name and address of the new attorney.
7. If I, or my attorney, do not comply with the terms of this ASSIGNMENT AND AUTHORIZATION, we will both be responsible for PROVIDERS legal fees to collect any money owed, plus the expenses of litigation and/or arbitration, including all filing, arbitrator's, or other fees.
8. This ASSIGNMENT AND AUTHORIZATION shall be construed under the laws of the State of New York. PROVIDERS, and only PROVIDERS, have the option to submit a dispute or claim under this ASSIGNMENT AND AUTHORIZATION to binding arbitration under the rules of the American Arbitration Association's New York, New York office.
9. This ASSIGNMENT AND AUTHORIZATION can be changed by writing that is dated and signed by PROVIDERS.

DATED: _____
ASSIGNOR (PATIENT)

ATTORNEY'S ACKNOWLEDGMENT - I HAVE REVIEWED
THIS ASSIGNMENT AND AUTHORIZATION WITH MY
CLIENT AND AGREES TO ABIDE BY IT'S TERMS

WITNESS FOR ASSIGNOR