



New York
Orthopaedic & Comprehensive
Medical Services, P.C.

A **NYSI** Affiliate

761 Merrick Ave. • Westbury, New York 11590 • 516-357-8777

**ASSIGNMENT OF RECOVERY PROCEEDS AND AUTHORIZATION TO
NEW YORK ORTHOPAEDIC & COMPREHENSIVE MEDICAL SERVICES, P.C.**

Patient: _____

Address: _____

Attorney: _____

I, _____, the undersigned, do hereby assign to **New York Orthopaedic & Comprehensive Medical Services, P.C.**, any sums due and payable, received by me or on my behalf, from any source for any and all medical treatment and or fees for services rendered to me and/or my attorney.

I authorize and direct my attorney to deduct and immediately pay **New York Orthopaedic & Comprehensive Medical Services, P.C.**, such fees as may be due and payable for the assigned monies that may come into my hands or my attorney's hands in any recovery resulting from any claims or lawsuit. I further direct my attorney to contact **New York Orthopaedic & Comprehensive Medical Services, P.C.**, to determine the exact amount owed before any money is paid to me from any recovery resulting from any claim or lawsuit. I further direct my attorney to advise **New York Orthopaedic & Comprehensive Medical Services, P.C.**, upon request, of the status of my lawsuits and/or any claims which may result in a monetary recovery from which the fees due and payable to **New York Orthopaedic & Comprehensive Medical Services, P.C.**, may be satisfied. If my attorney is replaced by another attorney, I direct that the outgoing attorney not forward my file until written acknowledgement from my new attorney is signed and forwarded to the undersigned acknowledging the terms and conditions set forth in this assignment.

New York Orthopaedic & Comprehensive Medical Services, P.C., agrees to provide reasonable cooperation in connection with securing payment for all insurance claims to the extent required by law.

In the event of any breach of this assignment by the patient and/or the patient's attorney, it is understood that the patient shall remain responsible for all legal fees required to either obtain insurance information and/or collect any monies owed to **New York Orthopaedic & Comprehensive Medical Services, P.C.**, plus the expense of litigation and/or arbitration.

It is understood that this agreement, in no manner whatsoever, makes the payment of the fees due and payable to **New York Orthopaedic & Comprehensive Medical Services, P.C.**, contingent upon securing a recovery in any lawsuit or in any insurance claim that I may have. I understand that I remain personally responsible for all fees for medical treatment, as well as for services rendered on my behalf to my attorney and that I am personally liable for payment of the same. Further, I acknowledge that this assignment does not, in any fashion, preclude or otherwise prevent **New York Orthopaedic & Comprehensive Medical Services, P.C.**, from demanding payment at any time after such services, as embraced within this assignment, are rendered.

(Patient or Legal Guardian Signature)

Witness

THE TERMS AND CONDITIONS OF THE FOREGOING ASSIGNMENT ARE UNDERSTOOD AND AGREED TO, BY:

Attorney: _____